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सं. 51] नई दिल्ली, दिसम्बर 16—दिसम्बर 22, 2007, शनिवार/अग्रहायण 25—पौष 1, 1929  
No. 51] NEW DELHI, DECEMBER 16—DECEMBER 22, 2007, SATURDAY/AGRAHAYANA 25—PAUSA 1, 1929

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक् संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

केंद्रीय उत्पाद शुल्क, पुणे I आयुक्तालय के  
आयुक्त का कार्यालय,

पुणे, 19 नवम्बर, 2007

संख्या 05/2007-केंद्रीय उत्पाद शुल्क (नॉन टैरिफ)

का.आ. 3539.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 1-7-1994 को जारी अधिसूचना संख्या 33/94-सी. शु. (नॉन टैरिफ) द्वारा मुझे, प्रदत्त अधिकारों का प्रयोग करते हुए, मैं, एतद्वारा) महाराष्ट्र राज्य में पुणे जिले के, तालुका मुलशी के, गांव हिंजवडी को, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन निजी बॉन्डेड वेअरहाउस स्थापन करने के लिए वेअरहाउसिंग स्टेशन घोषित करता हूँ।

[फा. सं. VIII/48-74/नि. बॉ. वे. -हिंजवडी/सीसीयू/पीजैड/07]  
आर. शर्मा, मुख्य आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE CHIEF COMMISSIONER OF  
CENTRAL EXCISE AND CUSTOMS)

Pune, the 19th November, 2007

No. 05/2007-Cus(NT)

S.O. 3539.—In exercise of the power confirmed on me by the Notification No. 33/94-Cus (NT), dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I, hereby declare Village -Hinjewadi, Taluka-Mulshi, Dist-Pune in the State of Maharashtra to be a Warehousing Station, under Section 9 of the Customs Act, 1962 (52 of 1962), for setting up Private Bonded Warehouse.

[F.No. VIII/48-74/PBW-HINJEWADI/CCU/PZ/07]

R. SHARMA, Chief Commissioner

पुणे, 19 नवम्बर, 2007

संख्या 03/2007-केंद्रीय उत्पाद शुल्क (नॉन टैरिफ)

का.आ. 3540.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 1-7-1994 को जारी अधिसूचना संख्या 33/94-सी. शु. (नॉन टैरिफ) द्वारा मुझे, प्रदत्त अधिकारों का प्रयोग करते हुए, मैं एतद्वारा, गोवा राज्य में, तालुका सालसेत के, गांव 'राया' को, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन निजी बॉन्डेड वेअरहाउस स्थापन करने के लिए वेअरहाउसिंग स्टेशन घोषित करता हूँ।

[फा. सं. VIII/48-177/नि. बॉ. वे.-राया/सीसीयू/पीजैड/07]

आर. शर्मा, मुख्य आयुक्त

Pune, the 19th November, 2007

No. 03/2007 Cus (NT)

S.O. 3540.—In exercise of the power confirmed on me by the Notification No. 33/94-Cus (NT), dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I, hereby declare Village 'Raia', Taluka-Salcete, Goa, in the State of Goa to be a Warehousing Station, under Section 9 of the Customs Act, 1962 (52 of 1962), for setting up Private Bonded Warehouse.

[F. No. VIII/48-177/PBW-RAIA/CCU/PZ/07]

R. SHARMA, Chief Commissioner

पुणे, 19 नवम्बर, 2007

संख्या 04/2007-केंद्रीय उत्पाद शुल्क (नॉन टैरिफ)

का.आ. 3541.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 1-7-1994 को जारी अधिसूचना संख्या 33/94-सी. शु. (नॉन टैरिफ) द्वारा मुझे, प्रदत्त अधिकारों का प्रयोग करते हुए, मैं एतद्वारा, गोवा राज्य में, उत्तरी गोवा जिले में, तालुका तिसवाडी के, गांव 'नारवा' को, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन निजी बॉन्डेड वेअरहाउस स्थापन करने के लिए वेअरहाउसिंग स्टेशन घोषित करता हूँ।

[फा. सं. VIII/48-176/नि. बॉ. वे.-नारवा/सीसीयू/पीजैड/07]

आर. शर्मा, मुख्य आयुक्त

Pune, the 19th November, 2007

No. 04/2007-Cus(NT)

S.O. 3541.—In exercise of the power confirmed on me by the Notification No. 33/94-Cus (NT), dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I, hereby declare Village 'Narwa', Taluka-Tiswadi, Dist-North Goa, in the State of Goa to be a Warehousing Station, under Section 9 of the Customs Act, 1962 (52 of 1962), for setting up Private Bonded Warehouse.

[F. No. VIII/48-176/PBW-NAROA/CCU/PZ/07]

R. SHARMA, Chief Commissioner

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 30 नवम्बर, 2007

संख्या 09/2007-2008

का.आ. 3542.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2006-07 से 2008-09 के लिए कथित धारा के उद्देश्य से "सात्विक जीवनशाला ट्रस्ट, जयपुर" को स्वीकृति देते हैं।

बशर्त कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खण्ड (23 सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक: सुआआ/अआआ/

(समन्वय)/जय/10(23सी)(vi)/07-08/3930]

एस. सी. कपिल, मुख्य आयुक्त

### OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 30th November, 2007

No. 09/2007-08

S.O. 3542.—In exercise of the powers confirmed by sub-clause(vi) of clause (23C) of Section 10 of the Income-tax Act, 1961(43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Satwic Jeevanshala Trust, Jaipur" for the purpose of said Section for the A. Y. 2006-07 to 2008-09.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Add./CIT(Coord)/10(23C)(vi)/2007-08/3930]

S. C. KAPIL, Chief Commissioner

जयपुर, 11 दिसम्बर, 2007

सं. 04 सीमा शुल्क (एन टी) 2007  
(सीमा शुल्क)

का.आ. 3543.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमा शुल्क (एन टी) दिनांक 1 जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, बी. एस. वी. मूर्ति, आयुक्त, केंद्रीय उत्पाद शुल्क, जयपुर-द्वितीय एतद्वारा, शतप्रतिशत निर्यात संबद्ध ईकाई स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम, 1962 की धारा 9 के अन्तर्गत राजस्थान राज्य के जी-14 से जी-17, मेवाड़ औद्योगिक क्षेत्र (एम आई ए) मादरी (एक्सटेंशन) आई टी पार्क, उदयपुर को भण्डारण स्टेशन (वेयर हाउसिंग स्टेशन) घोषित करता हूँ।

[फा. सं. पंचम (ईआयू) 30/जे. पी. II/7/2007]

बी. एस. वी. मूर्ति, आयुक्त

Jaipur, the 11th December, 2007

No. 4/2007-CUS(NT)-2007

(Customs)

S.O. 3543.—In exercise of the powers confirmed by Notification No. 33/94 Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under clause (a) of Section 152 of Customs Act 1962, I, B. S. V. Murthy, Commissioner, Central Excise, Jaipur-II hereby declare place G-14 to G-17, Mewar Industrial Area (MIA), Madri (EXT.) IT Park, Udaipur, Rajasthan to be Warehousing Station under Section 9 of the Customs Act, 1962 for the purpose of setting up 100% export oriented undertaking.

[C. No. V(Customs)JP-II/7/2007]

B. S. V. MURTHY, Commissioner

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 10 दिसम्बर, 2007

का.आ. 3544.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड. के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ दिनांक 1-4-2005 से संगठन चैन्नई मैथमेटिकल इंस्टीट्यूट, चैन्नई को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगी 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन बही-खाता रखेगा तथा उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा।
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि अनुमोदित संगठन:-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इससे अनुसंधान कार्य को जायज़ नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड. के साथ पठित उक्त अधिनियम की धारा 35 की उपधारा (1) के खंड (ii) के प्रवाधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 287/2007/फा.सं. 203/67/2007-आ.क.नि.-II]

सुरेन्द्र फाल, अवर सचिव

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 10th December, 2007

S.O. 3544.—It is hereby notified for general information that the organization Chennai Mathematical Institute, Chennai has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 55C and 5E of the Income-tax Rules, 1962 (said Rules), with effect from 1-4-2005 in the category of 'other institution', partly engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
  - (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
  - (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
  - (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization:-
- (a) Fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
  - (b) Fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1 or
  - (c) Fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or

- (d) Ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) Ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5 E of the said Rules.

[Notification No. 287/2007/F.No. 203/67/2007/ITA-II]

SURENDER PAL, Under Secy.

नई दिल्ली, 10 दिसम्बर, 2007

(आयकर)

का.आ. 3545.—आयकर अधिनियम, 1961 की धारा 194क की उपधारा (3) के खंड (iii) के उप-खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इन्फ्रास्ट्रक्चर फाइनेंस कम्पनी लिमिटेड, नई दिल्ली, को उक्त उप-खंड के प्रयोजनार्थ अधिसूचित करती है।

[सं. 288/2007/फा.सं. 275/68/2007-आ.क. (बजट)]

वी. एन. गाबा, अवर सचिव

New Delhi, the 10th December, 2007

(Income Tax)

S.O. 3545.—In exercise of the powers conferred by sub-clause (f) of clause (iii) of sub-section (3) of Section 194A of the Income Tax Act, 1961, the Central Government hereby notifies the India Infrastructure Finance Company Limited, New Delhi, for the purpose of said sub-clause.

[No. 288/2007 F.No. 275/68/2007-II(B)]

V. N. GABA, Under Secy.

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 3546.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि बैंककारी विनियमन अधिनियम, 1949 की धारा 10(1) (ग)(i) के उपबंध श्री योगेश अग्रवाल, अध्यक्ष एवं प्रबंध निदेशक, आईडीबीआई पर लागू नहीं होंगे, जहां तक उनका संबंध आईडीबीआई-फोर्टिस लाइफ इश्योरेंस कंपनी लिमिटेड के निदेशक मंडल में उनका नामांकन होने से है।

[फा. सं. 18/2/2006-बीओए]

डी. पी. भारद्वाज, अवर सचिव

(Department of Financial Services)

New Delhi, the 11th December, 2007

S.O. 3546.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of Reserve Bank of India, hereby declares that the provisions of Section 10(1)(c)(i) of the Banking Regulation Act, 1949 shall not apply to Shri Yogesh Agarwal, Chairman and Managing Director, IDBI in so far as they relate to his

nomination to the Board of IDBI-Fortis Life Insurance Company Ltd.

[F.No. 18/2/2006-BOA]

D. P. BHARDWAJ, Under Secy.

नई दिल्ली, 11 दिसम्बर, 2007

का.आ. 3547.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उप-खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्रीमती विनिता कुमार, आर्थिक सलाहकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग, नई दिल्ली को तत्काल प्रभाव से और अगले आदेश होने तक श्री पी.पी. मित्रा के स्थान पर सेन्ट्रल बैंक आफ इंडिया के निदेशक मंडल में निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/7/2007-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 11th December, 2007

S.O. 3547.—In exercise of the powers conferred by clause (b) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Smt. Vinita Kumar, Economic Adviser, Ministry of Finance, Department of Financial Services, New Delhi as a Director on the Board of Directors of Central Bank of India with immediate effect and until further orders vice Shri P.P. Mitra.

[F.No. 9/7/2007-BO.I]

G. B. SINGH, Dy. Secy.

जयपुर, 14 दिसम्बर, 2007

सं. 08/2007-08

का.आ. 3548.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2002-03 के लिए कथित धारा के उद्देश्य से "श्री मोदी शिक्षण संस्थान, जयपुर" को स्वीकृति देते हैं।

बशर्ते कि समिति आयकर नियम 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खण्ड (23 सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक: मुआआ/अआआ/(समन्वय)/जय/10 (23सी)

(vi)/07-08/4126]

एस. सी. कपिल, मुख्य आयकर आयुक्त

Jaipur, the 14th December, 2007

No. 08/2007-08

S.O. 3548.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the



Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Shri Modi Shikshan Sansthan, Jaipur" for the purpose of said Section for the A.Y. 2002-03.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT(Coord.)/10(23C)(vi)/  
2007-08/4126]

S. C. KAPIL, Chief Commissioner

### स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 5 दिसम्बर, 2007

का.आ. 3549.—भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 20 की उप-धारा (1) और (3) के उपबंध के अनुसरण में भारतीय चिकित्सा परिषद् ने अपने सदस्यों में से डा. नरेन्द्र प्रसाद, डा. एम.एम. डेका और डा. मैशेकर दिलीप गोविन्दराव को भारतीय चिकित्सा परिषद् की स्नातकोत्तर चिकित्सा शिक्षा समिति के सदस्यों के रूप में निर्वाचित किया है।

अतः अब उक्त अधिनियम की धारा 20 की उप-धारा (1) और (3) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारतीय चिकित्सा परिषद् की स्नातकोत्तर चिकित्सा शिक्षा समिति के सदस्यों के रूप में निम्नलिखित को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए नियुक्त करती है :-

भारतीय चिकित्सा परिषद् द्वारा निर्वाचित

1. डा. नरेन्द्र प्रसाद,  
एम एस  
6, डॉक्टर कालोनी, कंकड़ बाग,  
पटना
2. डा. एम.एम. डेका,  
प्राचार्य,  
गोवाहटी मेडिकल कॉलेज  
गोवाहटी
3. डा. मैशेकर दिलीप गोविन्दराव,  
कैलाश नगर,  
नांदेड़-431602  
महाराष्ट्र

[सं. वी-11013/5/2001-एम.ई. (पी-1)]

के.बी.एस. राव, उप-सचिव

### MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 5th December 2007

S.O. 3549.—Whereas in pursuance of the provision of sub-section (1) and (3) of Section 20 of the Indian Medical Council Act, 1956 (102 of 1956), Dr. Narendra Prasad, Dr. M.M. Deka and Dr. Mhaisekar Deelip Govindrao have been elected by the Medical Council of India from amongst its members to be Members of the Post Graduate Medical Education Committee of the Medical Council of India.

Now, therefore, in pursuance of the provision of sub-section (1) and (3) of Section 20 of the said Act, the Central Government hereby appoints following as members of the Post-Graduate Medical Education Committee of the Medical Council of India for a period of five years from the date of issue of this notification :-

### ELECTED BY THE MEDICAL COUNCIL OF INDIA

1. Dr. Narendra Prasad  
MS,  
6, Doctors Colony  
Kanker Bagh, Patna
2. Dr. M.M. Deka,  
Principal,  
Gauhati Medical College,  
Guwahati
3. Dr. Mhaisekar Deelip Govindrao  
Kailash Nagar,  
Nanded-431602  
Maharashtra

[No. V. 11013/5/2001-ME (P-1)]

K.V.S. RAO, Dy. Secy.

### विदेश मंत्रालय

(सी पी वी डिविजन)

नई दिल्ली, 31 अक्टूबर, 2007

का.आ. 3550.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, मस्कट (ओमान) में श्री पी. हरिदासन, सहायक को 31-10-07 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[फा. सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

### MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Division)

New Delhi, the 31st October, 2007.

S.O. 3550.—In pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948, (41 of 1948) the Central Government hereby authorize Shri P. Haridasan, Assistant to perform the duties of Assistant Consular Officer in the Embassy of India, Muscat (Oman) with effect from 31st October, 2007.

[F.No. T. 4330/1/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 12 नवम्बर, 2007

का.आ. 3551.—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास,

अदिस अबाबा में सुश्री सुषमा कुमार सहायक को 6-11-2007 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[फा. सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

New Delhi, the 12th November, 2007

**S.O. 3551.**—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948, (41 of 1948) the Central Government hereby authorize Smt. Sushma Kumar, Assistant to perform the duties of Assistant Consular Officer in the Embassy of India, Addis Ababa with effect from 12th November, 2007.

[No. T. 4330/1/2006]

PRITAMLAL, Under Secy. (Consular)

नई दिल्ली, 12 नवम्बर, 2007

**का.आ. 3552.**—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का राजदूतावास, कुवैत में श्रीमति राधा सुकुमारन, सहायक को 12-11-2007 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[फा. सं. टी-4330/01/2006]

प्रीतम लाल, अवर सचिव (कौंसुलर)

New Delhi, the 12th November, 2007

**S.O. 3552.**—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Mrs. Radha Sukumaran, Assistant in Embassy of India, Kuwait to perform the duties of Assistant Consular Officer with effect from 12-11-2007.

[F. No. T. 4330/01/2006]

PRITAM LAL, Under Secy. (Consular)

नई दिल्ली, 19 नवम्बर, 2007

**का.आ. 3553.**—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास, दुबई में श्रीमती रेणु गौतम, सहायक श्री जे.वी.एस. सेकर, वैयक्तिक सहायक, श्री उमेद सिंह, उच्च श्रेणी लिपिक और श्रीमती मीरा, उच्च श्रेणी लिपिक को 19-11-2007 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[फा. सं. टी-4330/01/2006]

पी. एम. मीना, संयुक्त सचिव (कौंसुलर)

New Delhi, the 19th November 2007

**S.O. 3553.**—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948) the Central Government hereby authorize Smt. Renu Gautam, Assistant, Shri J. V. S.

Sekar, PA, Shri Umed Singh, UDC and Smt. Meera, UDC to perform the duties of Assistant Consular Officers in the Consulate General of India Dubai with effect from 19th November, 2007.

[F. No. T. 4330/01/2006]

P.M. MEENA, Jt. Secy. (Counsular)

नई दिल्ली, 20 नवम्बर, 2007

**का.आ. 3554.**—राजनयिक कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का प्रधान कौंसलावास, सान फ्रांसिस्को में श्री आर. के. दुबे, सहायक को 20-11-2007 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[फा. सं. टी-4330/01/2006]

पी. एम. मीना, संयुक्त सचिव (कौंसुलर)

New Delhi, the 20th November, 2007

**S.O. 3554.**—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri R. K. Dubey, Assistant to perform the duties of Assistant Consular Officer in the Consulate General of India San Francisco with effect from 20th November, 2007.

[No. T. 4330/01/2006]

P.M. MEENA, Jt. Secy. (Consular)

### कोयला मंत्रालय

नई दिल्ली, 13 दिसम्बर, 2007

**का.आ. 3555.**—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20), (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, भाग II खंड 3, उप-खंड (ii), तारीख 22 जुलाई, 2007 को प्रकाशित, भारत सरकार कोयला मंत्रालय की अधिसूचना का. आ. संख्यांक 2095, तारीख 20 जुलाई, 2007 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 646.23 हेक्टर (लगभग) या 1596.18 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आक्षय की सूचना दी थी।

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि इस अधिसूचना से संलग्न अनुसूची में वर्णित उक्त भूमि के भाग में कोयला अभिप्राप्य है।

अतः अब केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 645.33 हेक्टर (लगभग) या 1593.98 एकड़ (लगभग) माप की भूमि में सभी अधिकारों का अर्जन करने के अपने आक्षय की सूचना देती है।

1. इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या एन.टी.पी.सी./सी.एम./एस ई सी 7(1)/ चत्ती बरियातु /07/01 तारीख 21-8-2007 का निरीक्षण महाप्रबन्धक, कोयला खनन, एन.टी.पी.सी. लि., प्रथम तल, पी.डी.आई.एल. बिल्डिंग, सेक्टर-1, नोएडा, उत्तर प्रदेश या अपर महाप्रबन्धक (आई/सी), चत्ती बरियातु कोल माइनिंग प्रोजेक्ट, एन.टी.पी.सी. लिमिटेड, लक्ष्मी पैट्रोल पम्प के सामने, पुरानी बनारस रोड, नवाबगंज, हजारीबाग-825301 के कार्यालय में या मुख्य महाप्रबन्धक (गवेषण संभाग), सैन्ट्रल माईन प्लानिंग एण्ड डिजाइन इंस्टीट्यूट, गोदवाना प्लेस, कान्के रोड, रांची के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता 700 001 के कार्यालय में या जिला कलक्टर हजारीबाग, झारखण्ड के कार्यालय में किया जा सकता है।

2. उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबंध है:-

अर्जन के बाबत आक्षेप:-

8 (1) कोई व्यक्ति, जो किसी भूमि में, जिसकी बाबत धारा 7 की उपधारा (1) के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आक्षेप कर सकेगा।

स्पष्टीकरण: इस धारा के अर्थान्तर्गत यह आक्षेप नहीं माना जाएगा कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) धारा 8 की उपधारा (1) के अधीन प्रत्येक आक्षेप सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आक्षेपकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसे सभी आक्षेपों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आक्षेपों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

(4) कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कोलकाता-700001 को, केन्द्रीय सरकार द्वारा भारत के राजपत्र भाग-II, खंड 3, उपखंड (ii) तारीख 9 सितंबर, 2006 में प्रकाशित अधिसूचना सं. का.आ. 3629, जिसके बाद भारत के राजपत्र भाग-II, खंड 3, उपखंड (ii) तारीख 18-08-2007 में प्रकाशित अधिसूचना

सं. का.आ. 2307 द्वारा संशोधित किया गया था, सक्षम प्राधिकारी नियुक्त किया गया है।

### अनुसूची

चत्ती बरियातु कोल माइनिंग खंड

उत्तर करनपुरा कोल फील्ड्स

जिला हजारीबाग, झारखंड राज्य

सभी अधिकार

### (क) राजस्व भूमि

क्रम सं.	ग्राम का नाम	थाना	थाना सं.	जिला	कुल क्षेत्रफल (लगभग) हेक्टर एकड़	टिप्पणी
01	चत्ती बरियातु	केरादारी	14	हजारीबाग	185.38 457.89	भाग
02	जोरदाग	केरादारी	15	हजारीबाग	161.72 399.45	भाग
03	पगार	केरादारी	19	हजारीबाग	236.52 584.20	भाग
कुल					583.62 1441.54	

### (ख) वन भूमि

क्रम सं.	ग्राम का नाम	थाना	थाना सं.	जिला	कुल क्षेत्रफल (लगभग) हेक्टर एकड़	टिप्पणी
01	चत्ती बरियातु	केरादारी	14	हजारीबाग	4.57 11.31	भाग
02	जोरदाग	केरादारी	15	हजारीबाग	32.74 80.87	भाग
03	पगार	केरादारी	19	हजारीबाग	24.40 60.26	भाग
कुल					61.71 152.44	

### संक्षिप्त विवरण

(क) कुल राजस्व भूमि : 583.62 हेक्टर (लगभग) = 1441.54 एकड़ (लगभग)

(ख) कुल वन भूमि : 61.71 हेक्टर (लगभग) = 152.44 एकड़ (लगभग)

(ग) सकल योग (क+ख) : 645.33 हेक्टर (लगभग) = 1593.98 एकड़ (लगभग)

अर्जित किये जाने वाले राजस्व प्लॉटों की सूची :

1. जोरदाग ग्राम से अर्जित किये जाने वाले प्लॉटों की संख्या 2(भाग), 4(भाग), 5 से 11, 12(भाग), 13 से 449, 450(भाग), 451 से 458, 459(भाग), 460(भाग), 462(भाग), 466(भाग), 468(भाग), 537(भाग), 538(भाग), 539(भाग), 540(भाग), 541 से 546, 547(भाग), 548 से 561, 562(भाग), 563 से 578, 579(भाग),

580 से 583, 584(भाग), 585 से 587, 588(भाग), 590(भाग), 591(भाग), 592(भाग), 593, 594(भाग), 595(भाग), 597(भाग), 608(भाग), 609, 610, 611(भाग), 612(भाग), 622(भाग), 1031(भाग), 1032, 1033, 1034, 1035(भाग), 1036(भाग), 1037(भाग), 1038(भाग), 1039, 1040, 1041(भाग), 1042(भाग), 1043(भाग), 1044(भाग), 1045(भाग), 1056(भाग), 1057(भाग), 1058(भाग), 1059(भाग), 1060 से 1282, 1283 (भाग), 1284 से 1286, 1287(भाग), 1288, 1289(भाग), 1290(भाग), 1291(भाग), 1310(भाग), 1665(भाग), 1682(भाग), 1685(भाग), 1686 से 1799, 1800(भाग), 1801(भाग), 1802 से 1851, 1852(भाग), 1853(भाग), 1854(भाग), 208/1956, 1232/1958, 1220/1959, 1243/1960, 177/2020, 2/2022(भाग), 4/2024(भाग)।

## 2. पगार ग्राम में अर्जित किये जाने वाले प्लोटों की संख्या:

1(भाग), 3(भाग), 4(भाग), 5(भाग), 6 से 29, 30(भाग), 31(भाग), 48(भाग), 49 से 67, 68(भाग), 69 से 135, 136(भाग), 137 से 277, 278(भाग), 279 से 299, 300(भाग), 301 से 322, 324 से 641, 642(भाग), 643(भाग), 648(भाग), 655(भाग), 662(भाग), 663(भाग), 664(भाग), 666(भाग), 667, 668(भाग), 669(भाग), 670(भाग), 722(भाग), 723(भाग), 724(भाग), 725(भाग), 726 से 733, 734(भाग), 735, 736(भाग), 745(भाग), 746(भाग), 747, 748, 749(भाग), 750(भाग), 751, 752(भाग), 753(भाग), 755(भाग), 756(भाग), 757(भाग), 758, 759(भाग), 760 से 853, 854(भाग), 855(भाग), 857(भाग), 858, 859(भाग), 861(भाग), 862(भाग), 863(भाग), 864, 865, 866, 867, 868(भाग), 869(भाग), 870(भाग), 889(भाग), 890(भाग), 891(भाग), 894(भाग), 895(भाग), 896(भाग), 897(भाग), 898(भाग), 899(भाग), 900, 901(भाग), 902(भाग), 903, 904, 905(भाग), 906 से 929, 930(भाग), 931(भाग), 932(भाग), 933 से 1205, 1206(भाग), 1207(भाग), 1208(भाग), 1209 से 1260, 1261(भाग), 1262, 1263, 1264, 1265(भाग), 1266 से 1273, 1274(भाग), 1275 से 1652, 1653(भाग), 1654(भाग), 1655, 1656, 1657, 1658(भाग), 1668(भाग), 1669(भाग), 1670(भाग), 1671(भाग), 1715(भाग), 1716, 1717(भाग), 1721(भाग), 1722(भाग), 1747(भाग), 1749(भाग), 1905(भाग), 1909(भाग), 1910, 1911, 1912(भाग), 1913, 1914(भाग), 1931(भाग), 1932, 1933(भाग), 1934(भाग), 2187(भाग), 2203(भाग), 2204, 2205(भाग), 2206(भाग), 2207(भाग), 2222(भाग), 2223(भाग), 2226(भाग), 313/2927, 396/2928, 397/2929, 405/2930, 681/2931, 1180/2932, 1267/2933, 599/2934, 11/2981, 73/2982, 76/2983, 76/2984, 76/2985, 76/2986, 76/2987, 76/2988, 76/2989, 76/2990, 76/2991, 87/2992, 87/2993, 87/2994, 87/2995, 2994/2996, 1148/3001, 3001/3002, 1101/3003, 2995/3004, 87/3005, 668/3006।

## 3. चत्ती बरियातु ग्राम में अर्जित किये जाने वाले प्लोटों की संख्या:

121(भाग), 122 से 1567, 1568(भाग), 1569(भाग) 1572(भाग), 1595(भाग), 1596(भाग), 1597(भाग), 1598 से 1719, 1720(भाग), 1721, 1722, 1723(भाग), 1724(भाग), 1725(भाग), 1909(भाग), 1910(भाग), 1911(भाग), 1912 से 1921, 1922(भाग), 579/2017, 561/2018, 500/2019, 744/2020, 126/2069(भाग), 126/2070(भाग), 126/2071(भाग), 126/2072(भाग), 126/2073, 126/2074, 126/2075(भाग), 126/2076(भाग), 126/2077(भाग), 126/2078(भाग), 126/2079, 126/2080, 126/2081, 126/2082, 126/2083, 126/2084, 126/2085, 422/2086, 422/2087, 422/2088, 422/2089, 546/2090, 2090/2091, 371/2092।

धारा नं. 7(1) के अधीन लागू क्षेत्र में वन प्लोटों की सूची:

1. ग्राम चत्ती बरियातु में अर्जित किये जाने वाले प्लोटों की संख्या : 121

2. ग्राम पगार में अर्जित किये जाने वाले प्लोट की संख्या : 48, 87, 135, 136, 666

3. ग्राम जोरदाग में अर्जित किये जाने वाले प्लोट की संख्या : 2, 12, 13, 2024 और 2022

ऊपर वर्णित राजस्व प्लोटों में वन प्लोट पहले ही सम्मिलित किये गये हैं।

## धारा 7 (1) के अधीन क्षेत्र का सीमा वर्णन :-

रेखा क-क1-क2-ख:

यह रेखा ग्राम चत्ती बरियातु के उत्तरी-पश्चिमी सीमा के बिन्दु 'क' से प्रारम्भ होकर प्लोट सं.-121 से गुजरती हुई बिन्दु का पर पहुँचती है उसके पश्चात् यह रेखा आगे प्लोट सं. 4 से गुजरती हुई बिन्दु क2 तक बढ़ती है। उसके पश्चात् यह रेखा आगे उसी दिशा में बढ़ते हुए प्लोट सं. 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2078 से गुजरती हुई उक्त गाँव के उत्तरी-पूर्वी सीमा पर बिन्दु 'ख' पर समाप्त होती है।

रेखा ख-ग:

यह रेखा ग्राम पगार के उत्तरी-पश्चिमी सीमा के बिन्दु 'ख' से प्रारम्भ होकर प्लोट सं. 5, 4, 3, 1, 6, 30, 68, 136, 670, 669, 668, 666, 664, 663 से गुजरती हुई उक्त ग्राम के उत्तरी-पूर्वी सीमा के बिन्दु 'ग' पर समाप्त होती है।

रेखा ग-ग1-ग2-ग3-घ:

यह रेखा ग्राम पगार के उत्तरी-पूर्वी सीमा के बिन्दु 'ग' से प्रारम्भ होती है, और दक्षिण की ओर मुड़कर

प्लॉट सं. 662, 300, 656, 655, 654, 346, 648, 642, 722, 723, 724, 725, 734, 736, 759, 757, 756, 755, 753, 752, 750, 745, 749, 746, से होकर गुजरती हुई ग्राम - पगार में बिन्दु ग1 तक बढ़ती है। इसके पश्चात् यह रेखा उक्त ग्राम में पूर्वी सीमा के साथ-साथ बढ़ते हुए प्लॉट सं. 746, 747, 846, से गुजरती हुई बिन्दु ग2 तक बढ़ती है। इसके पश्चात् यह रेखा पूर्व की तरफ बढ़ते हुए प्लॉट सं. 846, 847, 853 और 855 से गुजरती हुई बिन्दु ग3 तक बढ़ती है। इसके पश्चात् यह रेखा दक्षिण की तरफ बढ़ते हुए ग्राम पगार के प्लॉट सं. 856, 857, 859, 861, 862, 863, 869, 870, 868, 889, 890, 891, 894, 895, 896, 899, 898, 901 से होकर गुजरती हुई इसी ग्राम के प्लॉट सं. 902 पर बिन्दु 'ब' पर समाप्त होती है।

रेखा ब-क

यह रेखा ग्राम पगार के प्लॉट सं. 902 पर स्थित बिन्दु 'ब' से आरम्भ होकर प्लॉट सं. 2226, 2223, 2222, 905, 2207, 2206, 2205, 2203, 930, 931, 932, 1206, 1207, 1208, 1210, 1934, 1933, 1931, 1261, 1914, 1912, 1909, 1905, 1748, 1274, 1747, 1722, 1721, 1717, 1715, 1671, 1670, 1669, 1668, 1653, 1654, 1658, से गुजरती हुई उक्त ग्राम के पश्चिमी सीमा के बिन्दु 'द' पर समाप्त होती है।

रेखा क-क

यह रेखा ग्राम चर्ली करियातु के दक्षिणी-पूर्वी सीमा के बिन्दु 'क' से प्रारंभ होकर प्लॉट सं. 1720, 1721, 1725, 1724, 1723, 1709, 1910, 1910, 1911, 1921, 1922, 1597, 1596, 1598, 1266, 1572, 1565, 1569, 1568, से गुजरती हुई उक्त ग्राम के दक्षिणी पश्चिमी सीमा के बिन्दु 'ब' पर समाप्त होती है।

रेखा ब-क

यह रेखा ग्राम जोरदाग के दक्षिणी-पूर्वी सीमा के बिन्दु 'ब' से प्रारंभ

होकर प्लॉट सं. 1852, 1851, 1854, 1853, 1854, 1665, 1682, 1801, 1800, 1799, 1685, 1686, 1291, 1290, 1287, 1310, 1056, 1058, 1059, 1045, 1044, 1041, 1042, 1039, 1038, 1037, 1036, 1035, 1031, 450, 458, 459, 460, 462, 547, 466, 547, 540, 539, 537, 538, 579, 595, 594, 593, 591, 592, 590, 584, 588, 608, से उक्त ग्राम के दक्षिणी पश्चिमी सीमा के बिन्दु 'छ' पर समाप्त होती है।

रेखा छ-ज

यह रेखा ग्राम जोरदाग के दक्षिणी-पश्चिमी सीमा के बिन्दु 'छ' से प्रारंभ होकर उत्तर की ओर मुड़कर प्लॉट सं.-612, 611, 562, 622, 2024, 12, 2022, 2 से गुजरती हुई उक्त ग्राम के उत्तरी सीमा में स्थित बिन्दु 'ज' पर समाप्त होती है।

रेखा ज-क

यह रेखा ग्राम जोरदाग के उत्तरी-पश्चिमी सीमा के बिन्दु 'ज' से प्रारंभ होकर ग्राम चर्ली करियातु के प्लॉट सं.-121 से गुजरती हुई उक्त ग्राम के उत्तरी पश्चिमी सीमा पर स्थित बिन्दु 'क' पर समाप्त होती है।

[फा.सं. 43015/5/2006/ पी आर आई डब्ल्यू-1]

एम. शाहजुद्दीन, अपर सचिव

## MINISTRY OF COAL

New Delhi, the 13th December, 2007

S.O. 3555.—Whereas by the notification of the Government of India in the Ministry of Coal & Mines (Department of Coal) vide S.O. No. 2095 dated 20th July, 2007 issued under sub-section (1) of section 4 of the Coal Bearing Area (Acquisition & Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part II, Section-3, sub-section (ii) of the Gazette of India dated 22-07-2007 at pages 4755 to 4756, the Central Government gave notice of its intention to prospect for coal in 646.23 hectares (approximately) or 1596.18 Acres (approximately), of the lands in the locality specified in the Schedule annexed to that notification.

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands described in the schedules appended to this notification.

Now, therefore, in exercise of powers conferred by sub section (i) of Section-7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 645.33 hectares (approximately) or 1593.98 Acres (approximately) in all rights in the schedule appended hereto.

1. The plan bearing No. NTPC/CM/SEC7(1)/CHATTI BARIATU/07/01 dated 21/08/07 of the area covered by this notification may be inspected in the office of the General Manager-Coal Mining, NTPC Ltd. 1st floor, PDIL Building, Sector-I, Noida, Uttar Pradesh or in the office of AGM(I/c), Chatti Bariatu Coal Mining Project, NTPC Ltd. Opposite Laxmi Petrol Pump, Old Benaras Road, Nawabganj, Hazaribag-825301 or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office the Coal Controller, I, Council House Street, Kolkata-700001 or in the office of District Collector, District Hazaribag, Jharkhand.

2. Attention is hereby invited to the provisions of Section 8 of the aforesaid Act which provides as follows:

**Objection to Acquisition:**

8(1) Any person intrested in any land in respect of which a notification under sub-section (1) of Section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

**Explanation:**

(1) It shall not be an objection within the meaning of the section for any person to say that he himself desires to undertake mining operation in the land for the production of the coal and those operations should not be undertaken by the Central Government or by any other person.

(2) Every Objection under sub-section (1) of Section 8 shall be made to the Competent Authority in writing and the Competent Authority shall give the objector an opportunity of being heard either in person or by a leagal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make diffrent reports in respect of different parcels of such lands or of rights in or over such land, to the Central Government containing his recommendation on the objections together with the record of proceedings held by him for the decision of the Government.

(3) For the purpose this Section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land where acquired under this Act.

(4) The Coal Controller, I, Council House Street, Kolkata-700001, has been appointed by the Central Government as the Competent Authority under Section 3 of the said Act vide notification number S.O. 3629, published in part-II, Section 3, sub-section (ii) of the Gazette of India dated the 9th September, 2006, which was subsequently amended vide number S.O 2307 published in part-II Section 3, sub-section (ii) of Gazette of India dated the 18th August, 2007.

**LAND SCHEDULE**

**Chatti Bariatu Coal Mining Block  
North Karanpura Coal Fields  
District: Hazaribagh, Jharkhand State  
All Rights**

**(A) Revenue Land**

Sl. No.	Village	Thana	Thana No	District	Total Area (Approx.) Hectare. Acre.	Remark
01.	Chatti bariatu	Keradari	14	Hazaribagh	185.38 457.89	Part
02.	Jordag	Keradari	15	Hazaribagh	161.72 399.45	Part
03.	Pagar	Keradari	19	Hazaribagh	236.52 584.20	Part
Total					583.62 1441.54	

**(B) Forest Land**

Sl. No.	Village	Thana	Thana No	District	Total Area Hectare. Acre.	Remark
01.	Chatti bariatu	Keradari	14	Hazaribagh	4.57 11.31	Part
02.	Jordag	Keradari	15	Hazaribagh	32.74 80.87	Part
03.	Pagar	Keradari	19	Hazaribagh	24.40 60.26	Part
Total					61.71 152.44	

**Summary:**

- (A) Total Revenue Land: 583.62 hectares (Approximately) = 1441.54 acres (Approximately)
- (B) Total Forest Land: 61.71 hectares (Approximately) = 152.44 acres (Approximately)
- (C) Grand Total (A+B): 645.33 hectares (Apporoximately)- 1593.98 acres (Approximately)

**List of Revenue Plots to be Acquired**

1. Plot Nos to be acquired in village Jordag:
- 2(Part), 4(Part), 5 to 11, 12(Part), 13 to 449, 450(Part), 451 to 458, 459(Part), 460(Part), 462(Part), 466(Part), 468(Part), 537(Part), 538(Part), 539(Part), 540(Part), 541 to 546, 547(Part), 548 to 561, 562(Part), 563 से 578, 579(Part), 580 to 583, 584(Part), 585 to 587, 588(Part), 590(Part), 591(Part), 592(Part), 593, 594(Part), 595(Part), 597(Part), 608(Part), 609, 610, 611(Part), 612(Part), 622(Part), 1031(Part), 1032, 1033, 1034, 1035(Part), 1036(Part), 1037(Part), 1038(Part), 1039, 1040, 1041(Part), 1042(Part), 1043(Part), 1044(Part), 1045(Part), 1056(Part), 1057(Part), 1058(Part),



1059(Part), 1060 to 1282, 1283 (Part), 1284 to 1286, 1287(Part), 1288, 1289(Part), 1290(Part), 1291(Part), 1310(Part), 1665(Part), 1682(Part), 1685(Part), 1686 to 1799, 1800(Part), 1801(Part), 1802 to 1851, 1852(Part), 1853(Part), 1854(Part), 208/1956, 1232/1958, 1220/1959, 1243/1960, 177/2020, 2/2022(Part), 4/2024(Part).

### 2. Plot Nos. to be acquired in village Pagar:

1(Part), 3(Part), 4(Part), 5(Part), 6 to 29, 30(Part), 31(Part), 48(Part), 49 to 67, 68(Part), 69 to 135, 136(Part), 137 to 277, 278(Part), 279 to 299, 300(Part), 301 to 322, 324 to 641, 642(Part), 643(Part), 648(Part), 655(Part), 662(Part), 663(Part), 664(Part), 666(Part), 667, 668(Part), 669(Part), 670(Part), 722(Part), 723(Part), 724(Part), 725(Part), 726 to 733, 734(Part), 735, 736(Part), 745(Part), 746(Part), 747, 748, 749(Part), 750(Part), 751, 752(Part), 753(Part), 755(Part), 756(Part), 757(Part), 758, 759(Part), 760 to 853, 854(Part), 855(Part), 857(Part), 858, 859(Part), 861(Part), 862(Part), 863(Part), 864, 865, 866, 867, 868(Part), 869(Part), 870(Part), 889(Part), 890(Part), 891(Part), 894(Part), 895(Part), 896(Part), 898(Part), 899(Part), 900, 901(Part), 902(Part), 903, 904, 905(Part), 906 to 929, 930(Part), 931(Part), 932(Part), 933 to 1205, 1206(Part), 1207(Part), 1208(Part), 1209 to 1260, 1261(Part), 1262, 1263, 1264, 1265(Part), 1266 to 1273, 1274(Part), 1275 to 1652, 1653(Part), 1654(Part), 1655, 1656, 1657, 1658(Part), 1668(Part), 1669(Part), 1670(Part), 1671(Part), 1715(Part), 1716, 1717(Part), 1721(Part), 1722(Part), 1747(Part), 1749(Part), 1905(Part), 1909(Part), 1910, 1911, 1912(Part), 1913, 1914(Part), 1931(Part), 1932, 1933(Part), 1934(Part), 2187(Part), 2203(Part), 2204, 2205(Part), 2206(Part), 2207(Part), 2222(Part), 2223(Part), 2226(Part), 313/2927, 396/2928, 397/2929, 405/2930, 681/2931, 1180/2932, 1267/2933, 599/2934, 11/2981, 73/2982, 76/2983, 76/2984, 76/2985, 76/2986, 76/2987, 76/2988, 76/2989, 76/2990, 76/2991, 87/2992, 87/2993, 87/2994, 87/2995, 2994/2996, 1148/3001, 3001/3002, 1101/3003, 2995/3004, 87/3005, 668/3006.

### 3. Plots. Nos. to be acquired in village Chatti Bariatu:

121(Part), 122 to 1567, 1568(Part), 1569(Part), 1572(Part), 1595(Part), 1596(Part), 1597(Part), 1598 to 1719, 1720(Part), 1721, 1722, 1723(Part), 1724(Part), 1725(Part), 1909(Part), 1910(Part), 1911(Part), 1912 to 1921, 1922(Part), 579/2017, 561/2018, 500/2019, 744/2020, 126/2069(Part), 126/2070(Part), 126/2071(Part),

126/2072(Part), 126/2073(Part), 126/2074(Part), 126/2075(Part), 126/2076, 126/2077(Part), 126/2078(Part), 126/2079(Part), 126/2080, 126/2081, 126/2082, 126/2083, 126/2084(Part), 126/2085, 422/2086, 422/2087, 422/2088, 422/2089, 546/2090, 2090/2091, 371/2092.

### List of Forest Plots in the area applied u/s 7 (1):

1. Plot numbers to be acquired in village Chattibariatu: 121.
2. Plot numbers to be acquired in village Pagar: 48, 87, 135, 136 and 666.
3. Plot numbers to be acquired in village Jordag: 2, 12, 13, 2024 and 2022.

The above forest plots are already included in above mentioned revenue plots.

### Boundary Description of the Block Area to be notified u/s 7 (i):

#### Line A-A1-A2-B:

The line starts from point 'A' at the north-west corner of the village 'Chattibariatu' passing through the Plot Nos. 121 upto point A1, it moves further through plot No.4 upto point A2 and moves further in the same direction through plot Nos. 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2078 and ends at the points 'B' on the north-east boundary of the said village.

#### Line B-C:

The line starts from point 'B' at the north-west boundary of the village Pagar and passing through the plot Nos. 5, 4, 3, 1, 6, 30, 68, 136, 670, 669, 668, 666, 664, 663 and end at the point 'C' on the north-east of boundary corner of the said village.

#### Line C-C1-C2-C3-D:

The line starts from point 'C' at the north-east of village Pagar moves southwards through the plots No. 662, 300, 656, 655, 654, 346, 648, 642, 722, 723, 724, 725, 734, 736, 759, 757, 756, 755, 753, 752, 750, 745, 749, 746, of village Pagar upto point C1 thereafter the line moves along the eastern boundary of the same village through plot Nos. 746, 747, 846 upto point C2 and then it moves towards East upto point C3 through plot



	nos. 846, 847, 853 and 855. The line further moves southward through plot nos. 856, 857, 859, 861, 862, 863, 869, 870, 868, 889, 890, 891, 894, 895, 896, 899, 898, 901, of village Pagar and ends at point 'D' on the plot no. 902 of the said village.		boundary of village Jordag passing through the plot nos. 1852, 1851, 1854, 1853, 1854, 1665, 1682, 1801, 1800, 1799, 1685, 1686, 1291, 1290, 1287, 1310, 1056, 1058, 1059, 1045, 1044, 1041, 1042, 1039, 1038, 1037, 1036, 1035, 1031, 450, 458, 459, 460, 462, 547, 466, 547, 540, 539, 537, 538, 579, 595, 594, 593, 591, 592, 591, 590, 584, 588, 608, and ends at point 'G' near the south-west boundary of the village Jordag.
Line D-E:	The line starts from point 'D' at the Plot no. 902 of the Village Pagar passing through the plot nos. 2226, 2223, 2222, 905, 2207, 2206, 2205, 2203, 930, 931, 932, 1206, 1207, 1208, 1210, 1934, 1933, 1931, 1261, 1914, 1912, 1909, 1905, 1748, 1274, 1747, 1722, 1721, 1717, 1715, 1671, 1670, 1669, 1668, 1653, 1654, 1658 and ends at the point 'E' on the western boundary of said village.	Line G-H:	The line starts from 'G' at the south-west corner of the village Jordag moves northwards through the plot nos. 612, 611, 562, 622, 2024, 12, 2022, 2 of the said village and end at the point 'H' on the north corner of the said village.
Line E-F:	The line starts from point 'E' at the south-east boundary of the village Chattibariatu passing through the plot nos. 1720, 1721, 1725, 1724, 1723, 1709, 1910, 1911, 1921, 1922, 1597, 1596, 1595, 1266, 1572, 1565, 1569, 1568, and ends at the point 'F' on the South-West of the said village.	Line H-A:	The line starts from point 'H' at the north-west boundary of the village Jordag and passing through the Plot no. 121 of the village Chattibariatu ends at the point 'A' on the north-west corner of the village Chattibariatu.
Line F-G:	The line starts from line 'F' near the south-east		[F. No. 43015/5/2006/PRIW-I] M. SHAHABUDEEN, Under Secy.

## पर्यावरण एवं वन मंत्रालय

नई दिल्ली, 12 दिसम्बर, 2007

का.आ. 3556.—सूचना का अधिकार अधिनियम, 2005 की धारा 5 (1)/धारा 19 (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पर्यावरण एवं वन मंत्रालय के निम्नलिखित अधिकारियों को उनके नाम के सामने दर्शाए गए विनिर्दिष्ट विषय-वस्तु के संदर्भ में केन्द्रीय लोक सूचना अधिकारियों/अपीलीय प्राधिकरणों आदि के रूप में नामोदित किया जाता है :—

1. उपरोक्त अधिनियम की धारा 5 (1) के अंतर्गत केन्द्रीय लोक सूचना अधिकारियों के रूप में नामोदित किए गए उप वन महानिरीक्षक/निदेशक/अपर निदेशक/उप सचिव/सहायक वन महानिरीक्षक स्तर के अधिकारी ।

क्र. सं.	पदनाम	दूरभाष सं.	विषय-वस्तु
(1)	(2)	(3)	(4)
1.	श्रीमती रेखा पई उप वन महानिरीक्षक	दूरभाष सं. 24362875 rekhapai2003@yahoo.co.in इंटरकॉम सं. 515	वन सुरक्षा विभाग और संयुक्त वन प्रबंध (जे एफ एम) प्रकोष्ठ, जलवायु परिवर्तन पर संयुक्त राष्ट्र फ्रेमवर्क कन्वेंशन (यू एन एफ सी सी सी) के अंतर्गत एल यू एल यू सी एफ
2.	श्री जे. वी. शर्मा उप वन महानिरीक्षक	दूरभाष सं. 24360549 jvsharma@menf.delhi.nic.in इंटरकॉम सं. 520	वन नीति, एन एफ ए पी, वन अंतरराष्ट्रीय सहयोग (एफ आई सी) और राष्ट्रीय वन आयोग (एन एफ सी)

(1)	(2)	(3)	(4)
3.	श्री बिपिन बिहारी उप वन महानिरीक्षक	दूरभाष सं. 24360704 b.behari@nic.in इंटरकॉम सं. 503	सर्वेक्षण और उपबोग, आई टी टी ओ
4.	श्री ए. के. जौहरी उप वन महानिरीक्षक(आर टी)	दूरभाष सं. 24364624 johari60@yahoo.com इंटरकॉम सं. 513	वानिकी अनुसंधान और प्रशिक्षण एशिया पैसिफिक फॉरेस्ट इनवेज्म नेटवर्क (ए पी एफ आई एस एन) इन्टरनेशनल नेटवर्क फार बैम्बू एण्ड रेटन (आई एन बी ए आर) भारतीय वानिकी अनुसंधान और शिक्षा परिषद् (आई सी एफ आर ई) देहरादून, भारतीय वन सर्वेक्षण (एफ एस आई) देहरादून, इन्दिरा गांधी राष्ट्रीय वन अकादमी (आई जी एन एफ ए) देहरादून, वन शिक्षा निदेशालय (डी एफ ई) देहरादून के प्रशासनिक और वित्तीय मामले तथा भारतीय प्लाइवुड उद्योग अनुसंधान और प्रशिक्षण संस्थान (आई पी आई आर टी आई), बंगलौर तथा भारतीय वन प्रबंध संस्थान (आई आई एफ एम) भोपाल के सभी मामले।
5.	श्री सी डी सिंह सहायक वन महानिरीक्षक	दूरभाष सं. 24363984 cdsingh.1987@ rediffmail.com इंटरकॉम सं. 523	वन संरक्षण [वन (संरक्षण) अधिनियम, 1980]
6.	श्री उमाकांत सहायक वन महानिरीक्षक	दूरभाष सं. 24363974 ukant1996@yahoo.co.in इंटरकॉम सं. 517	वन संरक्षण एफ.पी.डी. के मौजूदा काम के अतिरिक्त
7.	श्री ए के जोशी सहायक वन महानिरीक्षक	दूरभाष सं. 24363970 akjoshi@nic.in aditya 44 @hotmail.com इंटरकॉम सं. 512	ई.ए.पी./एन.ई. प्रकोष्ठ से संबंधित कार्य वन संरक्षण [वन (संरक्षण) अधिनियम, 1980]
8.	श्री संजय कुमार उप-वन महानिरीक्षक	दूरभाष सं. 24362416 skumar_ifs@ yahoo.co.in इंटरकॉम सं. 705	एन ए ई बी, एफ डी ए/एन ए पी (12 राज्य) वनीकरण से संबंधित नीतिगत मामले, 20 सूत्रीय कार्यक्रम, एम एण्ड ई कम्यूनिकेशन एण्ड यूनाइटेड नेशन कन्वेंशन टू कांस्ट्रैट डेजरटिफिकेशन (यू एन सी सी डी)
9.	श्री डी. जैना सहायक वन महानिरीक्षक	दूरभाष सं. 24362497 debasisjana2002@ rediffmail.com इंटरकॉम सं. 706	एफ डी ए/एन ए पी (10 राज्य) हरित भारत स्कीम, वन ग्राम स्कीम का विकास, ग्राम वन योजना स्कीम और राष्ट्रीय वनीकरण और पारि-विकास बोर्ड (एन ए ई बी) के लिए सहायता अनुदान
10.	श्री डी. जैना सहायक वन महानिरीक्षक	दूरभाष सं. 24362497 debasisjana2002@ rediffmail.com इंटरकॉम सं. 706	एन ए ई बी, एफ डी ए/एन ए पी (6 राज्य) एन ए पी फार्म लैंड पर वृक्षारोपण और सी ई एम डी ई से संबंधित नीतिगत मामले
11.	श्री अनमोल कुमार उप वन महानिरीक्षक	दूरभाष सं. 24362813 aka6@indiatimes.com इंटरकॉम सं. 519	वन्यजीव, वन्यजीव क्षेत्रीय कार्यालय विश्व-धरोहर कन्वेंशन, राष्ट्रीय प्राणि-विज्ञान उद्यान, केन्द्रीय बिड़ियाघर प्राधिकरण, वन्यजीव राष्ट्रीय बोर्ड, अन्तरराष्ट्रीय संरक्षण संध से संबंधित मामले। प्रवासी प्रजातियों पर कन्वेंशन, यूनेस्को

(1)	(2)	(3)	(4)
12.	डा. आर हसन निदेशक (वैज्ञानिक)	दूरभाष सं. 24360734 hasan-mef@nic.in इंटरकॉम सं. 740	वन्यजीव प्रबन्ध मामले
13.	श्री प्रमोद कृष्णन संयुक्त निदेशक (वन्यजीव)	दूरभाष सं. 24361795 jd-wl@nic.in इंटरकॉम सं. 717	वन्यजीव, संकटापन्न प्रजातियों पर अन्तरराष्ट्रीय व्यापार पर कन्वेंशन (साईटस), हाथी परियोजना, राष्ट्रीय उद्यान और अभयारण्य
14.	श्री गंगा सिंह संयुक्त निदेशक	दूरभाष सं. 23389883 ganga1965@hotmail.com	राष्ट्रीय बाघ संरक्षण प्राधिकरण (एन टी सी ए) से संबंधित सभी मामले
15.	राव मुरलीधर चाकिलम, निदेशक	दूरभाष सं. 24360772 agrnmu070.ifs@nic.in इंटरकॉम सं. 435	ए जी एम यू टी संवर्ग को छोड़कर भारतीय वन सेवा संवर्ग प्रबन्धन
16.	श्री सतीश अग्रवाल, निदेशक	skagrawalsatish@yahoo.co.in satish.ka@nic.in इंटरकॉम सं. 505	प्रशासन और लोक शिकायत निपटान क्षतिपूर्ति प्रकोष्ठ, क्षेत्रीय कार्यालयों की स्थापना-पदों का सृजन और उन्हें जारी रखना
17.	श्री सुरेन्द्र कुमार, निदेशक	दूरभाष सं. 24361613 kr063@ifs.nic.in इंटरकॉम सं. 116	सामान्य प्रशासन और संसद एफ सी मामले/क्षेत्रीय कार्यालयों और सी पी डिवीजन का वित्त
18.	श्री विजय कुमार, निदेशक (सतर्कता)	दूरभाष सं. 24366841 kravij@yahoo.com इंटरकॉम सं. 535	सतर्कता मामले
19.	श्री जे एल चुध निदेशक	दूरभाष सं. 24364303 jlchugh@nic.in इंटरकॉम सं. 918	वन स्थापना
20.	श्री संजीव स्वरूप, निदेशक	दूरभाष सं. 243 68442 dimrkd@nic.in इंटरकॉम सं. 140	राष्ट्रीय नदी संरक्षण निदेशालय (एन आर सी डी) प्रशासन, आई सी और प्रशिक्षण बजट का समन्वय, वार्षिक योजना, संसदीय मामलों/समितियों का समन्वय, एन आर सी ए की समितियां, संसद प्रश्नों सहित एन आर सी/पी/जी ए पी का समन्वय कार्य, सामान्य प्रकृति के मामले जिनमें समन्वय की आवश्यकता है, यमुना कार्य योजना का समन्वय, प्रचार, जन भागीदारी और मीडिया के कार्य
21.	श्री बी सिक्का, निदेशक (वैज्ञानिक)	दूरभाष सं. 24365020 b_sikka@yahoo.com इंटरकॉम सं. 122	उत्तर-प्रदेश, पंजाब, हिमाचल प्रदेश, हरियाणा और राजस्थान के एन आर सी पी कार्य I. जे आई सी ए अध्ययन का पूर्ण समन्वय II. जम्मू और कश्मीर के राष्ट्रीय झील संरक्षण योजना कार्य
22.	श्री योगेश शर्मा, निदेशक (वैज्ञानिक)	दूरभाष सं. 24366008 yogesh-mef@nic.in इंटरकॉम सं. 141	केरल, गोवा और उत्तराखंड का राष्ट्रीय नदी संरक्षण कार्य और उत्तराखंड के राष्ट्रीय झील संरक्षण योजना कार्य

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23.	डा. (श्रीमती) आर. दलवानी, निदेशक (वैज्ञानिक)	दूरभाष सं. 24364789 r_dalwani@yahoo.com इंटरकॉम सं. 142	(क) राष्ट्रीय झील संरक्षण योजना समन्वय और जम्मू काश्मीर उत्तराखंड और पश्चिम बंगाल को छोड़कर अन्य सभी राज्यों के राष्ट्रीय झील संरक्षण योजना कार्य (ख) अनुसंधान और विकास परियोजनाएं (ग) सेडीमेन्ट्स और विश्लेषणात्मक गुणवत्ता नियंत्रण सहित राष्ट्रीय नदी संरक्षण योजना के अंतर्गत नदियों की जल गुणवत्ता मानीटरिंग (घ) सीवेज शोधन संयंत्रों की कार्यनिष्पादन मानीटरिंग
24.	श्री ललित कपूर, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24368526 lkapoor2000@yahoo.com इंटरकॉम सं. 143	तमिलनाडु, दिल्ली और पश्चिम बंगाल के राष्ट्रीय नदी संरक्षण कार्य, और पश्चिम बंगाल के राष्ट्रीय झील संरक्षण योजना कार्य
25.	श्री राजीव सिन्हा अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24363869 rsinha54@yahoo.com इंटरकॉम सं. 133	गुजरात, महाराष्ट्र बिहार झारखंड और आंध्र प्रदेश के राष्ट्रीय नदी संरक्षण कार्य
26.	श्री बी बी बर्मन, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24363007 bidhu-mef@nic.in इंटरकॉम सं. 118	उड़ीसा पूर्वोत्तर राज्य, एम आर, छत्तीसगढ़ और कर्नाटक के राष्ट्रीय नदी संरक्षण कार्य
27.	डा. एस कौल, निदेशक (वैज्ञानिक)	दूरभाष सं. 24360492 26178917 (R) kaul52@yahoo.com इंटरकॉम सं. 602	रामसर कन्वेंशन और राष्ट्रीय नमभूमि संरक्षण कार्यक्रम, एस ए सी ओ एन, उत्कृष्टता केन्द्र के रूप में
28.	श्री विवेक सक्सेना, निदेशक	दूरभाष सं. 24367077 hr062@ifs.nic.in इंटरकॉम सं. 431	—गोविन्द बल्लभ पंत हिमालयी पर्यावरण विकास संस्थान (जी बी पी एच आई ई डी) और एकीकृत पर्वत विकास के लिए अन्तरराष्ट्रीय केन्द्र (आई सी आई एम ओ डी) भारतीय वन सेवा का ए जी एम यू टी संवर्ग और भारतीय वन सेवा अधिकारियों की वार्षिक गोपनीय रिपोर्ट प्रकोष्ठ
29.	श्री आर के सेठी, निदेशक	दूरभाष सं. 24362252 rksethi@nic.in इंटरकॉम सं. 135	जलवायु परिवर्तन (सीसी) (सी डी एम और यू एन एफ सी सी सी सहित) ग्लोबल वार्मिंग और क्योटो प्रोटोकॉल
30.	डा. जगराम, निदेशक (वैज्ञानिक)	दूरभाष सं. 24367640 jagram@nic.in इंटरकॉम सं. 739	प्रदूषण नियंत्रण (सी पी) — पर्यावरणीय प्राधिकरण — पारि-नगर — प्रदूषण पुरस्कार
31.	डा. जे आर भट्ट, निदेशक (वैज्ञानिक)	दूरभाष सं. 24363962 jrbhatt@nic.in इंटरकॉम सं. 546	तटीय अधिनियम जोन, ए आई सी ओ पी टी ए के अतिरिक्त प्रवाल भित्तियां और कच्छवनस्पति वर्गिकी में क्षमता निर्माण पर समान्वित परियोजना, मेडिसिनल प्लान फाऊंडेशन फार रिवाइटलाइजेशन आफ लोकल हेल्थ ट्रेडिशन (एफ आर एल एच टी) पर सी ई एस और वर्गिकी पर जानकारी अमल राष्ट्रीय पुरस्कार

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32.	डा. ए. दुराईस्वामी, निदेशक (वैज्ञानिक)	दूरभाष सं. 24642176 OZONE-mefi@nic.in	ओजोन सेल और मॉड्यूल प्रोटोकॉल
33.	डा. श्री (श्रीमती) रंजनी वारियर, निदेशक (वैज्ञानिक)	दूरभाष सं. 24363964 warrier@nic.in इंटरकॉम सं. 530	आनुवंशिक इंजीनियरिंग अनुमोदन समिति (जी ई ए सी) और जैव सुरक्षा प्रोटोकॉल
34.	श्री जय नारायण, निदेशक	दूरभाष सं. 24361952 इंटरकॉम सं. 625	हिंदी (राजभाषा)
35.	डा. जी वी सुब्रह्मण्यम, निदेशक (वैज्ञानिक)	दूरभाष सं. 24364594 gvs_moe12005@yahoo.co.in इंटरकॉम सं. 601	पर्यावरणीय प्रभाव मूल्यांकन अधिसूचना से संबंधित और सभी सामान्य मामले और तेल, गैस और पेट्रोलियम तथा डिस्टिलरी सेक्टर के अलावा सभी औद्योगिक परियोजनाएं
36.	डॉ. एस के अग्रवाल निदेशक (वैज्ञानिक)	दूरभाष सं. 24362434 skag@nic.in इंटरकॉम सं. 545	प्रभाव मूल्यांकन (आई ए) — ताप विद्युत परियोजनाएं — खनन परियोजनाएं तथा — नाभिकीय विद्युत परियोजनाएं
37.	डॉ. पी एल अहुजाराय निदेशक (वैज्ञानिक)	दूरभाष सं. 24363973 plahujarai@yahoo.com इंटरकॉम सं. 174	प्रभाव मूल्यांकन (आई ए) — आंध्र प्रदेश, कर्नाटक, केरल, तमिलनाडु, गोवा, चण्डीगढ़ और महाराष्ट्र में गैर कोयला खनन परियोजनाएं और तेल गैस और पेट्रोलियम और डिस्टिलरीज सेक्टर की औद्योगिक परियोजनाएं
38.	श्री भारत भूषण, निदेशक (वैज्ञानिक)	दूरभाष सं. 24360795 bhushan-mefi@nic.in इंटरकॉम सं. 516	प्रभाव मूल्यांकन (आई ए) महाराष्ट्र और हरियाणा को छोड़कर सभी राज्यों में निर्माण परियोजनाएं
39.	डॉ. टी चांदनी निदेशक (वैज्ञानिक)	दूरभाष सं. 24363963 t.chand 2003 @ yahoo.co.uk इंटरकॉम सं. 172	प्रभाव मूल्यांकन (आई ए) — कोयला खनन परियोजनाएं
40.	श्री आर.सी. मीना निदेशक (ई ई)	दूरभाष सं. 24360783 rc.meena@nic.in इंटरकॉम सं. 906	राष्ट्रीय हरित दल/पारि-क्लब — प्रदर्शनियों/मेलों में मंत्रालय और उसके संबंधित अधिकारियों की भागीदारी — अन्य जागरूकता कार्यक्रमों के लिए वित्त सहायता की मंजूरी — प्रशिक्षण कार्यक्रमों के आयोजन के लिए वित्त सहायता की मंजूरी
41.	डॉ. नसीम अहमद, निदेशक (वैज्ञानिक)	दूरभाष सं. 24363677 naseem552004@yahoo.co.in इंटरकॉम सं. 927	पारि-प्रणाली अनुसंधान कार्यक्रम और पूर्वी तथा पश्चिमी घाट अनुसंधान कार्यक्रम, संरक्षण और प्राकृतिक संसाधनों के सतत् उपयोग और संरक्षण के लिए विशेषज्ञ प्रकरण समूह (ए और बी)
42.	श्री अशोक भाटिया, निदेशक (वैज्ञानिक)	दूरभाष सं. 24367625 forabhatia@yahoo.com इंटरकॉम सं. 552	पर्यावरण अनुसंधान कार्यक्रम (ई आर पी), आर्थिक और सामाजिक पर्यावरणीय मुद्दों से संबंधित अनुसंधान प्रस्ताव, प्रदूषण की रोकथाम, उपशमन और नियंत्रण के लिए विशेषज्ञ प्रकरण समूह, आर्थिक और सामाजिक मुद्दों पर विशेषज्ञ प्रकरण समूह

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43.	डॉ. (श्रीमती) चन्दा चौधरी, निदेशक, (वैज्ञानिक)	clihanda-c@yahoo.com	अधिकतम दुर्घटना जोखिम (एम ए एच) इकाई में रासायनिक सुरक्षा
44.	डॉ. एम. सुब्बा राव, निदेशक, (वैज्ञानिक)	दूरभाष सं. 24361410 wowsubbarao@yahoo.co.in इंटरकॉम सं. 738	जैव चिकित्सा अपशिष्ट प्रबंधन (प्रबंधन एवं हथालन) नियमावली, खतरनाक अपशिष्ट (प्रबंधन एवं हथालन) नियमावली, बैटरीज (प्रबंधन एवं हथालन) नियमावली, खतरनाक अपशिष्टों की सीमापार आवाजाही के नियंत्रण पर बेसन कन्वेंशन और खतरनाक अपशिष्टों पर स्थायी समिति
45.	डॉ. (श्रीमती) मंजू रैना, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24360270 mraina99@yahoo.com इंटरकॉम सं. 117	प्रदूषण नियंत्रण (सीपी) — जल गुणवत्ता, प्रयोगशालाओं और औद्योगिक प्रदूषण की पहचान
46.	श्री आर.एन. जिंदल, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24366347 rnjindal@yahoo.com इंटरकॉम सं. 556	प्रदूषण नियंत्रण (सीपी) — वायु प्रदूषण, वाहनीय और ध्वनि प्रदूषण
47.	डॉ. एस. भौमिक, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24362827 bhowmik@menf.delhi.nic.in इंटरकॉम सं. 539	प्रभाव आकलन (आई ए) नदी घाटी क्षेत्र (सिंचाई और पन विद्युत परियोजना) पारिस्थितिकी संवेदी क्षेत्र अधिसूचना
48.	डॉ. के. सी. राठौर, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24360789 rathore27@yahoo.com इंटरकॉम सं. 144	प्रभाव आकलन (आई ए) महाराष्ट्र और हरियाणा में निर्माण परियोजनाएं
49.	श्री एस. जगन्नाथन, निदेशक	दूरभाष सं. 24360678 jstr999@yahoo.com इंटरकॉम सं. 522	पर्यावरण और एन आर सी डी पर एकीकृत वित्त प्रभाग
50.	श्री ए. अंदिश्वरन, सुपरिटेण्डेंट इंजीनियर (सीसीयू)	दूरभाष सं. 24360588 seccu-mef@nic.in इंटरकॉम सं. 725	कार्यालय भवनों, प्रयोगशालाओं, भवनों, आवासीय क्वार्टरों, वनस्पति संग्रहालयों, संग्रहालयों, मंत्रालय के अधीनस्थ कार्यालयों का भू-दृश्य जैसे योजना और निर्माण कार्य
51.	डॉ. ई.वी. मूले, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24364593 evmuley@nic.in इंटरकॉम सं. 558	भारतीय वनस्पति सर्वेक्षण (बी एस आई), भारतीय प्राणी सर्वेक्षण (जेड एस आई), भारतीय गणतंत्र का वानस्पतिक उद्यान (बी जी आई आर)
52.	डॉ. आर.के. राय, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24367669 (O) 2625098 (R) ramakrai@yahoo.com इंटरकॉम सं. 612	—राष्ट्रीय जैव-विविधता प्राधिकरण (एन बी ए), मानक और जैव-मंडल कार्यक्रम (एम ए बी पी) और अतुलनीय मूल्य विनियमों की सत्ता, यू एन डी पी-सी सी एफ II परियोजना अर्थात् (क) औषधीय पौधे और (ख) समुदाय सहभागिता के जरिए जैव विविधता संरक्षण, सी ई एस/आई आई एस सी बंगलौर, वानस्पति उद्यानों को सहायता

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53.	डॉ. सुजाता अरोड़ा, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24361601 sujata@nic.in इंटरकॉम सं. 737	जैव विविधता पर कन्वेंशन (सी बी डी), और राष्ट्रीय जैव विविधता रणनीति और कार्य योजना (एन बी एस ए पी)
54.	डॉ. पी.बी. रस्तोगी, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24367668 pb.rastogi@nic.in इंटरकॉम सं. 550	प्रभाव मूल्यांकन (उद्योग)
55.	डॉ. एम. होता, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24367663 hota@nic.in इंटरकॉम सं. 914	जैव सुरक्षा और पर्यावरणीय स्वास्थ्य पर क्षमता निर्माण परियोजना
56.	डॉ. एम. सलाहुद्दीन, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24364595 msal2000@hotmail.com इंटरकॉम सं. 743	स्वच्छ उत्पादन/स्वच्छ प्रौद्योगिकी
57.	डॉ. सेंथिल वेल, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24360694 senthil.vel@nic.in इंटरकॉम सं. 744	तटीय विनियमन जोन (सी आर जेड) और संरचना परियोजनाएं
58.	श्री ईश्वर सिंह, वरिष्ठ कानून अधिकारी	दूरभाष सं. 24362755 इंटरकॉम सं. 614	विधिक प्रकोष्ठ
59.	डॉ. सरोज, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24364067 sarojmoef@yahoo.com इंटरकॉम सं. 751	विश्व बैंक औद्योगिक विकास क्षमता परियोजना, — रोटार डेम कन्वेंशन
60.	श्रीमती सुजाता खापरड़े, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24360379 sujata mk@yahoo.com इंटरकॉम सं. 557	— पर्यावरण शिक्षा केन्द्र, अहमदाबाद — सी पी आर पर्यावरणीय शिक्षा केन्द्र, चेन्नई — नए उत्कृष्ट केन्द्रों को स्थापित करना — राष्ट्रीय पर्यावरणीय जागरूकता अभियान (एन ई ए सी) — पर्यावरण कार्यक्रम को लाभान्वित करने के लिए ग्लोबल लर्निंग और ओबजरवेशन्स — एम एच आर डी, एन सी ई आर टी और राज्य शिक्षा विभागों के साथ समन्वय सहित औपचारिक पर्यावरण शिक्षा — पर्यावरणीय व्यावसायिक पाठ्यक्रमों में पर्यावरण को मजबूत बनाना — इग्नू के माध्यम से पर्यावरणीय एप्रिसिएशन पाठ्यक्रम
61.	श्रीमती रीता खन्ना, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24367664 rita_khanna_2000@yahoo. com इंटरकॉम सं. 176/173	— सेमिनारों/परिसंवादों/कार्यशालाओं के लिए वित्तीय सहायता की मंजूरी — व्यावसायिक सोसायटी/संस्थानों को सहायता अनुदान — पर्यावरण पर प्रकाशनों के लिए वित्तीय सहायता की मंजूरी — पुस्तकालय से संबंधित सभी कार्य
62.	डॉ. ए.के. त्यागी, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24367670 इंटरकॉम सं. 743	पितांबर पंत राष्ट्रीय पर्यावरण फैलोशिप, जैव-विविधता के लिए डॉ. बी.पी. पाल राष्ट्रीय पर्यावरण फैलोशिप, वन्यजीव तथा



(1)	(2)	(3)	(4)
			पशु कल्याण का संरक्षण और प्रबंधन पर विशेषज्ञ प्रकरण समूह
63.	डॉ. आर. के. सूरी, अपर निदेशक (वैज्ञानिक)	दूरभाष सं. 24361668 rk_suri@yahoo.co.uk इंटरकॉम सं. 913	एन एन आर एम एस कार्यक्रम
64.	श्री अंजनी कुमार, निदेशक (पशु कल्याण)	दूरभाष सं. 23318553 anjani.moef@yahoo.com	पर्यावरण एवं वन मंत्रालय में पशु कल्याण बोर्ड सहित पशु कल्याण मामले
65.	सुश्री एस. वी. ओलक, अपर निदेशक	दूरभाष सं. 24367685 इंटरकॉम सं. 538	आई.ए. मानीटरी
66.	श्रीमती संचिता जिन्दल, अपर निदेशक	दूरभाष सं. 24361669/752	औद्योगिक क्षेत्र से संबंधित आई.ए. मामले। ई.आई.ए. अधिसूचना नीति।
67.	डॉ. एच. अहमद, अपर निदेशक	दूरभाष सं. 24361669/123	एन.आर.सी.डी. मामले
68.	श्री समीर श्रीवास्तव, उप सचिव (आई सी-II)	दूरभाष सं. 24362612 sameer.ks@nic.in इंटरकॉम सं. 603	अंतर्राष्ट्रीय सहयोग (आई सी और एस डी-II)
69.	सुश्री प्रतिभा राज, उप सचिव (पीसी और टी एवं ई)	दूरभाष सं. 24366739 pratibha.raj@nic.in इंटरकॉम सं. 745	योजना समन्वय, व्यापार और पर्यावरण, क्षेत्रीय कार्यालय (मुख्यालय)
70.	श्रीमती एस. घोष राय, उप सचिव	इंटरकॉम सं. 707	पर्यावरण नीति और कानून और सतत विकास तथा अंतर्राष्ट्रीय सहयोग
71.	सुश्री डायस इमेलिण्डा मारिया, जे, उप सचिव	दूरभाष सं. 24360667 maria.dias@nic.in इंटरकॉम सं. 610	पारि-विकास बल स्कीम, आई पी वी एम पुरस्कार, एन ई प्रकोष्ठ, ई-शासन, राष्ट्रीय वनीकरण और पारि-विकास बोर्ड (एन ए ई बी)
72.	श्री के. वी. मैथ्यू, उप सचिव	दूरभाष सं. 24367631 kv.mathew@nic.in इंटरकॉम सं. 527	मीडिया और राष्ट्रीय प्राकृतिक विज्ञान का संग्रहालय (एन एम एन एच)
73.	श्री पी. एस. शर्मा, उप सचिव	दूरभाष सं. 24360659 इंटरकॉम सं. 616	सामान्य समन्वय, सूचना अधिकार का अधिनियम (आर टी आई) और आंतरिक कार्य अध्ययन एकक
74.	श्री उदय शंकर, उप सचिव (आई एफ डी)	दूरभाष सं. 24362387 drudayshanker@gmail.com इंटरकॉम सं. 914	वन, एन.ए.ई.बी. और वन्यजीव से संबंधित आंतरिक वित्त प्रभाग
75.	श्री सी. एल. लांगायन, उप सचिव	दूरभाष सं. 24360769 इंटरकॉम सं. 604	एन.जी.ओ. प्रकोष्ठ
76.	श्री मनोज सेठी, लेखा नियंत्रक	दूरभाष सं. 24361116 sirsaborn@yahoo.com इंटरकॉम सं. 157	बजट प्रस्तावों की छानबीन - बजट अनुमानों को तैयार करना - योजनागत बजट के संबंध में योजना समन्वय से विचार-विमर्श करना - पूरक अनुदान मांगों में समाविष्ट करने के लिए प्रस्तावों की संवीक्षा

(1)	(2)	(3)	(4)
			<ul style="list-style-type: none"> <li>— मंत्रालयों की शक्तियों के अंदर और मंत्रालयों की शक्तियों के बाहर, दोनों के संबंध में, प्रस्तावों की पुनर्विनियोजन प्रक्रिया आरंभ करना।</li> <li>— अनुदान मांगें तैयार करना व मुद्रण।</li> <li>— प्रारूप/ऑडिट पैरा पर की गई कार्रवाई पर टिप्पण प्रस्तुत करना।</li> <li>— सरकारी कर्मचारियों को ऋण के अंतर्गत निधियों की संवीक्षा और आबंटन।</li> <li>— वेतन व अन्य भत्तों का संचितरण।</li> <li>— सहायता-अनुदान का संचितरण।</li> <li>— आवधिक व्यय विवरण आदि प्राप्त करना।</li> </ul>
77.	सुश्री गुर प्यारी, अवर सलाहकार (आर्थिक)	इंटरकॉम सं. 925	आर्थिक प्रकोष्ठ, सदस्य-सचिव, महिलाओं के विरुद्ध यौन उत्पीड़न प्रकोष्ठ

II. उक्त अधिनियम की धारा 19 (1) के तहत अपीलीय प्राधिकरण के रूप में नामोर्दिष्ट संयुक्त सचिव/वन महानिरीक्षक/सलाहकार स्तर के अधिकारी।

क्र. सं.	पदनाम	दूरभाष सं.	विषय सामग्री
(1)	(2)	(3)	(4)
1.	श्री रघु मेनन, अपर सचिव एवं वित्तीय सलाहकार	दूरभाष फ़ैक्स 24362388 rmenonmoca@nic.in इंटरकॉम सं. 437	<ul style="list-style-type: none"> <li>— मंत्रालय के एस एफ सी/ई एफ सी/सी सी ई ए प्रस्तावों की जांच करना और उन पर सहमति प्रदान करना।</li> <li>— विदेशों में प्रतिनियुक्ति।</li> <li>— सहायता अनुदान जारी करना।</li> <li>— मंत्रालय के वित्तीय मामले।</li> <li>— अधिकारियों और कर्मचारियों द्वारा प्राप्त किया गया पारिश्रमिक।</li> <li>— अनुदानों मांगें तैयार करना व मुद्रण।</li> <li>— प्रारूप/ऑडिट पैरा पर की गई कार्रवाई प्रस्तुत करना</li> </ul>
2.	श्री जी. बालाचन्द्रन, संयुक्त सचिव	दूरभाष सं. 24362551 gb-mef@nic.in इंटरकॉम सं. 621	<ul style="list-style-type: none"> <li>राष्ट्रीय जैव-विविधता प्राधिकरण (एन बी ए), मानव और जैव-मंडल कार्यक्रम (एम ए बी पी) और अतुलनीय मूल्य विनियामकों की एन्टीज, ई-गवर्नेन्स, जैवीय विविधता कन्वेंशन (सी बी डी) और राष्ट्रीय जैव-विविधता कार्यनीति और कार्य योजना (एन बी एस ए पी), पशु कल्याण बोर्ड सहित पशु कल्याण।</li> <li>— जेनेटिक इंजीनियरिंग अनुमोदन समिति (जी ई ए सी)</li> </ul>
3.	श्री जे. एम. माऊसकर, संयुक्त सचिव	दूरभाष सं. 24364687 jm.mauskar@nic.in इंटरकॉम सं. 418	जलवायु परिवर्तन (सीसी) (सी डी एम और यू एन एफ सी सी सी सहित), वैश्विक उष्णता और क्योटो प्रोटोकॉल
4.	श्री आर. के. वैश, संयुक्त सचिव	दूरभाष सं. 24360634 vaishrk@nic.in इंटरकॉम सं. 415	प्रदूषण नियंत्रण (सी पी), संकटमय पदार्थ प्रबंध प्रभाग (एच एस एम डी), केन्द्रीय प्रदूषण नियंत्रण बोर्ड का प्रशासन

(1)	(2)	(3)	(4)
5.	श्री सुधीर मित्तल, संयुक्त सचिव	दूरभाष सं. 24363956, 23314932 mittal_sudhir@nic.in इंटरकॉम सं. 414	अंतर्राष्ट्रीय सहयोग (आई सी एंड एस डी II) (पर्यावरण स्थिति रिपोर्टों को छोड़कर), ग्लोबल पर्यावरण सुविधा (जी ई एफ), सतर्कता, राष्ट्रीय प्राकृतिक विज्ञान संग्रहालय (एन एम एन एच), पर्यावरण नीति और कानून, विधायी प्रकोष्ठ सहित, सतत विकास और अंतर्राष्ट्रीय सहयोग, मरुस्थलीकरण रोकने के लिए यूनाइटेड नेशन कन्वेंशन (यू एन सी सी डी), मीडिया, आई यू सी एन-विश्व संरक्षण यूनियन
6.	डॉ. बी.पी. नीलरत्न, संयुक्त सचिव	दूरभाष सं. 24361712 jsbpn-mef@nic.in इंटरकॉम सं. 408	प्रवाल भित्तियाँ, कच्छ वनहपति, फाउंडेशन ऑफ रिवाइटेलाइजेशन ऑफ लोकल हेल्थ ट्रेडिशन (एफ आर एल एच टी), ओजोन सेल और मॉन्ट्रीयल प्रोटोकॉल, सी ई एस/आई आई एस सी, बंगलौर, हिन्दी (राजभाषा) —भारतीय वन सेवा का प्रशासन, वानिकी स्थापना, उष्णकटिबंधीय वनस्पति उद्यान एवं अनुसंधान संस्थान (टी बी जी आर आई) और वर्गिकी में क्षमता निर्माण पर अखिल भारतीय समन्वित परियोजना (ए आई सी ओ पी टी ए एक्स)
7.	श्री ए.के. गोयल, संयुक्त सचिव	दूरभाष सं. 24361774 akg@nic.in इंटरकॉम सं. 440	सामान्य प्रशासन और संसद/प्रोटोकॉल प्रशासन और जन शिकायत निवारण प्रकोष्ठ, क्षेत्रीय कार्यालयों की स्थापना, सामान्य समन्वय, सूचना का अधिकार और आंतरिक कार्य अध्ययन एकक, भारतीय वनस्पति सर्वेक्षण (बी एस आई), बोटनिकल गार्डन ऑफ इंडियन रिपब्लिक (बी जी आई आर), भारतीय प्राणि सर्वेक्षण (जेड एस आई), वनस्पति उद्यानों को सहायता प्रदान करना, जी. बी. पन्त हिमालय पर्यावरण विकास संस्थान (जी बी पी एच आई ई डी), सलीम अली पक्षी विज्ञान और प्राकृतिक विज्ञान केन्द्र (एस ए सी ओ एन), जैव-सुरक्षा पर क्षमता निर्माण परियोजना, जैव सुरक्षा प्रोटोकॉल —नमभूमियाँ और रामसर कन्वेंशन —अंतर्राष्ट्रीय समेकित पर्वतीय विकास केन्द्र (आई सी आई एम ओ डी)
8.	श्री एम. सेनगुप्ता, सलाहकार	दूरभाष सं. 9871738714, 24369629 msen 2k@lycos. com manotosh- sengupta@yahoo.com इंटरकॉम सं. 548	राष्ट्रीय नदी संरक्षण निदेशालय (एनआरसीडी), राष्ट्रीय झील संरक्षण योजना (एन एल सी पी) —स्वच्छ उत्पादन/स्वच्छ प्रौद्योगिकी
9.	डॉ सुबोध कुमार शर्मा, सलाहकार	दूरभाष सं. 24360861 subodh.kumar@nic.in इंटरकॉम सं. 112	नेशनल कॉम्प्यूनीकेशन (एन ए टी सी ओ एम) आई पी सी सी (जलवायु परिवर्तन पर अंतर-सरकारी पैनल), और जलवायु परिवर्तन से संबंधित सभी अन्य वैज्ञानिक/तकनीकी कार्य

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10.	श्री आर. आनन्दकुमार, सलाहकार	दूरभाष सं. 24364592 ranand@nic.in इंटरकॉम सं. 534	फ्लाई एश, प्रभाव मूल्यांकन (आई ए), तटीय विनियमन जोन (सी आर जेड)
11.	डॉ. जी. के. पांडे, सलाहकार	दूरभाष सं. 24360467 pandey@menf.delhi.nic.in इंटरकॉम सं. 531	पर्यावरणीय स्वास्थ्य, विश्व बैंक औद्योगिक विकास क्षमता निर्माण परियोजना।
12.	श्री आर. मेहता, सलाहकार	दूरभाष सं. 24362840 rmehta@nic.in इंटरकॉम सं. 543	पर्यावरणीय शिक्षा (पुस्तकालय), पर्यावरण, ग्लोबल पब्लिक गुड्स में अनुसंधान
13.	श्री आर. एस. अहलावत, आर्थिक सलाहकार	दूरभाष सं. 24362663 rsahlawat-mef@nic.in इंटरकॉम सं. 908	—योजना समन्वय, आर्थिक प्रकोष्ठ, व्यापार और पर्यावरण —बजट प्रस्ताव और बजट अनुमान —बजट प्रस्तावों की संवीक्षा और पूरक अनुदान हेतु बजट प्रस्ताव सहित बजट अनुमानों को तैयार करना। —मंत्रालय की शक्तियों के अंदर और मंत्रालय की शक्तियों के बाहर दोनों में प्रस्तावों के पुनर्विनियोजन की प्रक्रिया संबंधी कार्य।
14.	डॉ. एस. पी. शर्मा, सांख्यिकीय सलाहकार	दूरभाष सं. 24363021 sprased.sharma@nic.in इंटरकॉम सं. 103	वार्षिक रिपोर्ट, 'पर्यावरण स्थिति' रिपोर्टें, पर्यावरणीय सूचना (इन्दिरा गांधी पर्यावरण पुरस्कार को छोड़कर), सांख्यिकीय प्रकोष्ठ, एन जी ओ प्रकोष्ठ
15.	डॉ. नलिनी भट्ट, सलाहकार (वैज्ञानिक)	दूरभाष सं. 24360478 nalini51@yahoo.com इंटरकॉम सं. 541	—प्रदूषण नियंत्रण (सीपी) सी ई पी एस, पर्यावरण प्रयोगशाला, सी आर ई पी, मानक तैयार करना और ध्वनि प्रदूषण
16.	डॉ. इन्द्राणी चन्द्रशेखरन, सलाहकार (वैज्ञानिक)	दूरभाष सं. 24360662 indu@nic.in इंटरकॉम सं. 741	—खतरनाक पदार्थ प्रबंध प्रभाग (एच एस एम डी) —खतरनाक रसायनों के विनिर्माण भण्डारण और आयात सहित रासायनिक सुरक्षा —लोक देयता बीमा अधिनियम —पी ओ पीज पर स्ट्याक होम कन्वेंशन —नगरीय ठोस अपशिष्टों सहित ठोस अपशिष्ट प्रबंध —पुनःचक्रित प्लास्टिक (विनिर्माण और उपयोग) नियमावली —अन्तरराष्ट्रीय रासायनिक प्रबंध के प्रति रणनीतिक दृष्टिकोण (एस ए आई सी एम)
17.	डॉ. आर. बी. लाल वन महानिरीक्षक	दूरभाष सं. 24360740 lgfwi-mef@nic.in इंटरकॉम सं. 106	वन्यजीव, वन्यजीव क्षेत्रीय कार्यालय, साईट्स, राष्ट्रीय उद्यान और अभयारण्य, डब्ल्यू एच सी, राष्ट्रीय प्राणि उद्यान, केन्द्रीय चिड़ियाघर प्राधि- करण, एन बी डब्ल्यू एल एफ, सी एम एस, यूरेस्को, वन्यजीव

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18.	श्री के. बी. थम्पी, वन महानिरीक्षक	दूरभाष सं. 24367404 kbthampi-mef@nic.in इंटरकॉम सं. 710	रा.व. पारि-विकास बोर्ड, एफ डी ए/एन ए पी (28 राज्य) वनीकरण से संबंधित नीतिगत मामले, ग्रीनिंग इंडिया स्कीम हेतु सहायता अनुदान, पारि-विकास स्कीमें, और अन्य रा.व. पारि-विकास स्कीमें एम एण्ड ई और इन्दिरा प्रियदर्शिनी वृक्षमित्र पुरस्कार
19.	श्री अंसार अहमद, वन महानिरीक्षक (एफ सी)	दूरभाष सं. 24362698 ansarahmed51@yahoo.com इंटरकॉम सं. 115	वन संरक्षण (एफ सी), क्षेत्रीय कार्यालय (आर. ओ.) वाणिकी अनुसंधान व प्रशिक्षण और वन नीति, बाह्य सहायता प्राप्त परियोजना प्रकोष्ठ और पूर्वोत्तर राज्य प्रकोष्ठ, वन संरक्षण
20.	श्री अंसार अहमद, वन महानिरीक्षक (ई ए पी)	दूरभाष सं. 24362698 ansarahmed51@yahoo.com इंटरकॉम सं. 115	बाह्य सहायता प्राप्त परियोजना (ई ए पी), सर्वेक्षण और उपयोगिता (एस यू) और वन सुरक्षा प्रभाग (एफ पी डी)
21.	श्री ए.एन.न. प्रसाद, वन महानिरीक्षक व निदेशक (पी ई)	दूरभाष सं. 24360957 gajendra@nic.in इंटरकॉम सं. 113	हाथी परियोजना, भारतीय वन्यजीव संस्थान और वन्यजीव अपराध प्रकोष्ठ
22.	श्री राजेश गोपाल, वन महानिरीक्षक और निदेशक (पी टी)	दूरभाष सं. 23384428 dirpt-r@nic.in	राष्ट्रीय बाघ संरक्षण प्राधिकरण (एन टी सी ए) से संबंधित सभी मामले
23.	श्री बी. आर. शर्मा, सदस्य सचिव, सी.जेड.ए.	दूरभाष सं. 23381585 cza@nic.in	केन्द्रीय चिड़ियाघर प्राधिकरण, राष्ट्रीय प्राणि उद्यान सर्वेक्षण और उपयोगिता, वन सुरक्षा प्रभाग और जे एफ एम प्रकोष्ठ, वन नीति, एन एफ ए पी, एफ आई सी, वन अनुसंधान और प्रशिक्षण और एन एफ सी
24.	श्री ए. के. त्रिवेदी, मुख्य अभियंता (सी सी यू)	दूरभाष सं. 24360643 फैक्स 24363422 ceccu@nic.in, इंटरकॉम सं. 728	योजना और निर्माण संबंधी कार्य जैसे ऑफिस की इमारतें, प्रयोगशाला की इमारतें, आवासीय परिसर हरबेरियम संग्रहालय, मंत्रालय के अधीनस्थ कार्यालयों की लैंड सर्फेसिंग

III. ऐसे सभी अधिकारी जिनके पास जानकारी है और जो मामलों का निपटान कर रहे हों, वे वस्तुतः जन सूचना अधिकारी होंगे।

IV. मंत्रालय के लिंक अधिकारियों को नामोदिष्ट किये जाने की व्यवस्था, सूचना का अधिकार अधिनियम के तहत मामलों का निपटान कर रहे अपीलीय प्राधिकरणों/केन्द्रीय जन सूचना कार्यालयों को भी लागू होंगी।

V. यह अधिसूचना मंत्रालय की दिनांक 5 सितम्बर, 2007 की पूर्व अधिसूचना संख्या 34011/20/2006-आई.डब्ल्यू.एस.यू. का अधिकांश करती है।

[फा. सं. 1/2/2007-आर.सी.]

ए. के. गोयल, संयुक्त सचिव

### MINISTRY OF ENVIRONMENT AND FORESTS

New Delhi, the 12th December, 2007

S.O. 3556—in exercise of the powers conferred by Section 5(1)/Section 19(1) of the Right to Information Act, 2005, the following officers of the Ministry of Environment and Forests are hereby designated as Central Public Information Officers Appellate Authorities etc, in respect of the specific subject matters mentioned against their names.

1. Officers of the level of DIGF/Director/Additional Director/Deputy Secretary/AIGF designated as Central Public Information Officers under Section 5 (1) of the Act.

S. No.	Designation	Tele. No.	Subject matter
1	2	3	4
1.	Smt. Rekha Pai, DIGF	T. No. 24362875 rekhapai2003@yahoo.co.in Intercom No. 515	Forest Protection Division & Joint Forest Management (JFM) Cell, LULUCF under United Nation Framework Convention on Climate Change (UNFCCC)
2.	Shri J. V. Sharma, DIGF	T. No. 24360549 jvsharma@menf.delhi.nic.in Intercom No. 520	Forest Policy, NFAP, Forest International Cooperation (FIC) & National Forest Commission (NFC)
3.	Shri Bipin Behari, DIGF	T. No. 24360704 b.behari@nic.in Intercom No. 503	Survey & Utilization, ITTO
4.	Shri A. K. Johari, DIGF (RT)	T. No. 24364624 johari60@yahoo.com Intercom No. 513	Forestry Research and Training, Asia-Pacific Forest Invasion Network (APFISN), International Network for Bamboo and Rattan (INBAR), Administrative and Financial matters of Indian Council Forestry Research and Education (ICFRE), Dehradun, Forest Survey of India (FSI) Dehradun Indira Gandhi National Forest Academy (IGNFA), Dehradun, Directorate of Forest Education (DFE), Dehradun and all matters of Indian Plywood Industries Research and Training Institute (IPIRTI), Bangalore and Indian Institute of Forest Management (IIFM), Bhopal.
5.	Shri C.D. Singh, AIGF	T. No. 24363984 cdsingh1987@rediffmail.com Intercom No. 523	Forest Conservation {Forest (Conservation) Act, 1980}
6.	Shri Umakant, AIGF	T. No. 24363974 ukant1996@yahoo.co.in Intercom No. 517	Work related to EAP/NE Cell, in addition to existing work of FPD
7.	Shri A.K. Joshi, AIGF	T. No. 24363970 ak.joshi@nic.inaditya44@hotmail.com Intercom No. 512	Forest Conservation {Forest (Conservation) Act, 1980}
8.	Shri Sanjay Kumar, DIGF	T. No. 24362416 skumar_ifs@yahoo.co.in Intercom No. 705	NAEB, FDA/NAP (12 States), Policy matters related to afforestation, 20 Point Programme, M&E, Communication & United Nations Convention to Combat Desertification (UNCCD)
9.	Shri D. Jana, AIGF	T. No. 24362497 debasisjana2002@rediffmail.com Intercom No. 706	FDA/NAP (10 States), Grants-in-aid for Greening India scheme, Development of Forest Villages Schemes, Gram Van Yojana Scheme and National Afforestation and Eco-Development Board (NAEB)
10.	Shri D. Jana, AIGF	T. No. 24362497 debasisjana2002@rediffmail.com Intercom No. 706	NAEB, FDAs/NAP (6 states), Policy matters related to NAP, tree planting on farm lands and CEMDE
11.	Shri Anmol Kumar, DIGF	T. No. 24362813 aka6@indiatimes.com Intercom No. 519	Wildlife, Wildlife Regional Offices, World Heritage Convention, National Zoological Park, Central Zoo Authority, National Board of Wildlife, matter relating to International Conservation Union, Convention on Migratory Species, UNESCO.

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12.	Dr. R. Hasan, Director (Scientific)	T. No. 24360734 hasan-mef@nic.in Intercom No. 740	Wildlife Management matters
13.	Shri Pramod Krishnan, Jt. Director (WL)	T. No. 24361795 jd-wl@nic.in Intercom No. 717	Wildlife, Convention on International Trade on Endangered Species (CITES), Project Elephant, National Parks & Sanctuaries
14.	Shri Ganga Singh, Jt. Director	T. No. 23389883 ganga1965@hotmail.com	All matters relating to National Tiger Conservation Authority (NTCA)
15.	Rao Muralidhar Chakilam Director	T. No. 24360772 agmu 070.ifs@nic.in Intercom No. 435	Indian Forest Service  Cadre Management except AGMUT Cadre
16.	Shri Satish Agarwal, Director	skagrawalsatish@yahoo.co.in satish.ka@nic.in Intercom No. 505	Administration & Public Grievance Redressal Cell, Establishment of Regional Offices-Creation and continuation of posts.
17.	Shri Surendra Kumar, Director	T. No. 24361613 kr063@ifs.nic.in Intercom No. 116	General Administration & Parliament FC Cases/Finance of Regional Offices and CP Division
18.	Shri Vijay Kumar, Director (Vig)	T. No. 24366841 kravij@yahoo.com Intercom No. 535	Vigilance matters
19.	Shri J.L. Chugh, Director	T. No. 24364303 jlchugh@nic.in Intercom No. 918	Forest Establishment
20.	Shri Sanjeev Swaroop, Director	T. No. 24368442 dirnrcd@nic.in Intercom No. 140	National River Conservation Directorate (NRCD) Administration Co-ordination of IC & Training Budget, Annual Plan, Co-ordination of Parliamentary matters/ committees, Committees of NRCA, Coordination work of NRCP/GAP including parliament Questions, matters of general nature requiring co-ordination, Co- ordination of YAP, Works of publicity, public partici- pation and Media.
21.	Shri B. Sikka, Director (Scientific)	T. No. 24365020 b_sikka@yahoo.com Intercom No. 122	(i) NRCP Works of U.P., Punjab, H.P., Haryana Rajasthan (ii) Complete coordination of J & K A Study (iii) NLCP works of J & K
22.	Shri Yogesh Sharma, Director (Scientific)	T. No. 24366008 Yogesh-mef@nic.in Intercom No. 141	NRCP Works of Kerala, Goa & Uttarkhand and NLCP Works of Uttarkhand.
23.	Dr. (Mrs.) R. Dalwani Director (Scientific)	T. No. 24364789 r_dalwani@yahoo.com Intercom No. 142	(a) NLCP Coordination and works of NLCP for all State other than J&K Uttarkhand & West Bengal. (b) R & D Projects. (c) Water Quality Monitoring of Rivers under NRCP including sediments and Analytical Quality Control. (d) Performance Monitoring of STPs
24.	Shri. Lalit Kapur, Addl. Director (Scientific)	T. No. 24368526 lkapoor2000@yahoo.com Intercom No. 143	NRCP works of Tamil Nadu, Delhi & West Bengal, and NLCP works of West Bengal.



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25.	Shri. Rajiv Sinha, Addl. Director (Scientific)	T. No. 24363869 rsinha54@yahoo.com Intercom No. 133	NRCP works of Gujarat Maharashtra, Bihar, Jharkhand and Andhra Pradesh.
26.	Shri. B.B. Barman, Addl. Director (Scientific)	T. No. 24363007 Bidhu-mef@nic.in Intercom No. 118	NRCP works of Orissa, North-East State, M.R., Chattishgarh and Karnataka
27.	Dr. S. Kaul, Director (Scientific)	T. No. 24360492 26178917(R) Kaul52@yahoo.com Intercom No. 602	Ramsar Convention & National Wetlands Conservation Programme, SACON as Centre of Excellence
28.	Shri. Vivek Saxena, Director	T. No. 24367077 hr062@ifs.nic.in Intercom No. 431	-G.B. Pant Himalayan Institute of Environment Development (GBPHIED) & International Centre for Integrated Mountain Development (ICIMOD) Cadre Management of AGMUT Cadre of India Forest Service (IFS) and ACR Cell of IFS Officers
29.	Shri. R.K. Sethi, Director	T. No. 24362252 rksethi@nic.in Intercom No. 135	Climate Change (CC) (including CDM & UNFCCC), Global Warming & Kyoto Protocol
30.	Dr. Jag Ram, Director (Scientific)	T. No. 24367640 jagram@nic.in Intercom No. 739	Control of Pollution (CP) - Environmental Authorities - Eco-cities - Pollution Awards
31.	Dr. J.R. Bhatt, Director (Scientific)	T. No. 24363962 jrbhatt@nic.in Intercom No. 546	Coral Reefs & Mangroves except CRZ, AICOPTAX (All Coordinated Project on Capacity Building in Taxonomy, CES on Medicinal Plant foundation of Revitalization of Local Health Tradition (FRLHT) and Janaki Amal National Award for Taxonomy
32.	Dr. A. Duraiswamy, Director (Scientific)	T. No. 24642176 ozone-mef@nic.in	Ozone Cell & Montreal Protocol
33.	Dr. (Mrs) Ranjini Warrier, Director (Scientific)	T. No. 24363964 warrier@nic.in Intercom No. 530	Genetic Engineering Approval Committee (GEAC) & Bio-safety Protocol
34.	Shri. Jai Narayan, Director	T. No. 24361952 (O) Intercom No. 625	Hindi (Official language)
35.	Dr. G.V. Subrahmaniam, Director (Scientific)	T. No. 24364594 gvs moef2005@yahoo.co.in Intercom No. 601	All general issues and issues relating to Environmental Impact Assessment (EIA) Notification and Industrial Projects except Oil, Gas and Petroleum and Distilleries sector.
36.	Dr. S.K. Agarwal, Director (Scientific)	T. No. 24362434 skag@nic.in Intercom No. 545	Impact Assessment (IA) - Thermal Power Projects, - Mining Projects & - Nuclear Power Projects
37.	Dr. P.L. Ahujarai, Director (Scientific)	T. No. 24363973 plahujarai@yahoo.com Intercom No. 174	Impact Assessment (IA) - Non-Coal Mining Projects in AP, Karnataka, Kerala, Tamil Nadu, Goa, Chandigarh and Maharashtra and Industrial Projects of Oil, Gas and Petroleum and Distilleries sector.
38.	Shri Bharat Bhushan, Director (Scientific)	Tel. No. 24360795 Bhushan-mef@nic.in Intercom No. 516	Impact Assessment (IA) Construction Projects in all states except Maharashtra and Haryana

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39.	Dr. T. Chandni, Director (Scientific)	T. No. 24363963 t.chand2003@yahoo.co.uk Intercom No. 172	Impact Assessment (IA) - Coal Mining Projects
40.	Shri R.C. Meena, Director (EE)	T. No. 24360783 rc.meena@nic.in Intercom No. 906	- National Green Corps/Eco-clubs - Participation of Ministry and its allied officers in Exhibitions/Fairs. - Grant of financial assistance for other awareness Programmes. - Grant of financial assistance for organization of training programmes.
41.	Dr. Naseem Ahmed, Director (Scientific)	T. No. 24363677 naseem552004@yahoo.co.in Intercom No. 927	Eco-system Research Programme & Eastern and Western Ghat Research Programme, Thematic Expert group (A & B) on conservation and Sustainable Utilization of Natural Resource.
42.	Shri Ashok Bhatia, Director (Scientific)	T. No. 24367625 forabhatia@yahoo.com Intercom No. 552	Environment Research Programme (ERP), Research Proposals related to economic and social environmental issues, Thematic Expert Group on Prevention, Abatement and Control of Pollution & Thematic Expert Group on Economic and Social Issues.
43.	Dr. (Mrs) Chanda Chaudhary Director (Scientific)	chhanda-c@yahoo.com	Chemical Safety in Maximum Accident Hazard (MAH) Unit
44.	Dr. M. Subba Rao, Director (Scientific)	T. No. 24361410 wowsubbarao@yahoo.co.in Intercom No. 7238	Biomedical Waste Management (Management & Handling) Rules, Hazardous Waste (Management & Handling) Rules, Batteries (Management & Handling Rules, Basel Convention on control of trans-boundary movement of hazardous waste & Standing Committee on Hazardous Waste
45.	Dr. (Mrs) Manju Raina, Addl. Director (Scientific)	T. No. 24360270 Mraina99@yahoo.com Intercom No. 117	Control Pollution (CP) - Water Quality, recognition of laboratories and Industrial Pollution
46.	Shri R.N. Jindal, Addl. Director (Scientific)	T. No. 24366347 rnjindal@yahoo.com Intercom No. 556	Control of Pollution (CP) - Air Pollution, vehicular & noise pollution
47.	Dr. S. Bhowmik, Addl. Director (Scientific)	Tel. No. 24362827 bhowmik@menf .delhi.nic.in Intercom No. 539	Impact Assessment (IA) River Valley Sector (Irrigation & Hydro Electric Project) Ecologically Sensitive area notifications
48.	Dr. K.C. Rathore, Addl. Director (Scientific)	T. No. 24360789 rathore27@yahoo.com Intercom No. 144	Impact Assessment (IA) Construction Projects in Maharashtra and Haryana
49.	Shri S. Jagannathan, Director	T. No. 24360678 jsr999@yahoo.com Intercom No. 522	Integrated Finance Division on Environment & NRCD
50.	Shri A. Aundeaswaran, Supdt. Engineer (CCU)	T. No. 24360588 seccumef@nic.in Intercom No. 725	Planning and construction works like office buildings, Laboratory buildings, residential quarters, Herbarium, Museums, Landscaping of subordinate offices of the Ministry.
51.	Dr. E.V. Muley, Addl. Director	T. No. 24364593 evmuley@nic.in	Botanical Survey of India (BSI), Zoological Survey of India (ZSI), Botanic Garden of Indian Republic (BGIR)

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	(Scientific)	Intercom No. 558	
52.	Dr. R.K. Rai, Addl. Director (Scientific)	T. No. 24367669 (O) 2625098 (R) ramakrai@yahoo.com Intercom No. 612	- National Bio-diversity Authority (NBA), Man and Bio-sphere Programme (MABP) & Entities of Incomparable Value Regulations - UNDP_CCF II Orihects ib (a) Medicinal Plants and (b) Biodiversity Conservation through Community Participation CES/IISc, Bangalore, Assistance to Botanic Gardens Convention on Biological Diversity (CBD) & National Bio-diversity Strategy & Action Plan (NBSAP)
53.	Dr. Sujata Arora, Addl. Director (Scientific)	T. No. 24361601 sujata@nic.in Intercom No. 737	
54.	Dr. P.B. Rastogi, Addl. Director (Scientific)	T. No. 24367668 pb.rastogi@nic.in Intercom No. 550	Impact Assessment (Industry)
55.	Dr. M. Hota, Addl. Director (Scientific)	T. No. 24367663 hota@nic.in Intercom No. 914	Capacity Building Project on Bio-safety & Environmental Health
56.	Dr. M. Salahuddin, Addl. Director (Scientific)	T. No. 24364595 msal2000@hotmail.com Intercom No. 743	Clean Production/Clean Technology
57.	Dr. Senthil Vel, Addl. Director (Scientific)	T. No. 24360694 senthil.vel@nic.in Intercom No. 744	Coastal Regulation Zones (CRZ) and Infrastructure Projects
58.	Shri Ishwar Singh, Sr. Legal Officer	T. No. 24362755 Intercom No. 614	Legal Cell
59.	Dr. Saroj, Addl. Director (Scientific)	T. No. 24364067 sarojmoef@yahoo.com Intercom No. 751	World Bank Industrial Development Capacity Project - Rotterdam Convention
60.	Mrs. Sujata Khaparde, Addl. Director (Scientific)	T. No. 24360379 sujata mk@yahoo.com Intercom No. 557	- Centre for Environment Education, Ahmedabad - CPR Environmental Education Centre, Cheenai - Setting Up new Centres of Excellence - National Environment Awareness Campaign (NEAC) - Global Learning and Observations to Benefit the Environment (GLOBE) Programme - Formal Environment Education including Coordination with MHRD, NCERT and State Education Department - Strengthening of Environment in Professional courses - Environmental Appreciation courses through IGNOU.
61.	Mrs. Rita Khanna, Addl. Director (Scientific)	T. No. 24367664 rita khanna 2000@yahoo.com Intercom No. 176/173	- Grant of financial assistance for Seminars/Symposia/Workshops - Grants-in-aid to Professional Societies/Institutions - Grants of financial assistance for publications on Environment - all work related to Library
62.	Dr. A.K. Tyagi, Addl. Director (Scientific)	T. No. 24367670 Intercom No. 609	Pitamber Pant National Environment Fellowship, Dr. B.P. Pal National Environment Fellowship for Bio-diversity, Thematic Expert Group on Conservation and Management of Wildlife and Animal Welfare NNRMS Programme
63.	Dr. R.K. Suri, Addl. Director (Scientific)	T. No. 24361668 rk.suri@yahoo.co.uk Intercom No. 913	

(1)	(2)	(3)	(4)
64.	Shri Anjani Kumar, DS (AW)	Tele No. 23318553 anjani.moef@yahoo.com	- Animal Welfare including Animal Welfare Board matters in the MoEF
65.	Ms. S.V. Auluck, Addl. Director	Tele No. 24367685 Intercom No. 538	IA Monitoring
66.	Mrs. Sanchita Jindal, Addl. Director	Tele No. 24361669/752	IA- matter related to industry sector. EIA notification-policy
67.	Dr. H. Ahmed, Addl. Director	Tele No. 24361669/123	NRCD-matter
68.	Shri Sameer Srivastava, DS (IC-II)	Tele No. 24362612 sameer.ks@nic.in Intercom No. 603	International Cooperation (IC& SD II)
69.	Ms. Pratibha Raj, Dy. Secretary (PC and T&E)	Tele No. 24366739 pratibha.raj@nic.in Intercom No. 745	Plan Coordination, Trade and Environment, Regional Offices (HQs)
70.	Smt. S. Ghosh Roy, Dy. Secretary	Tele No.	- Environment Policy and Law & Sustainable Development & International cooperation
71.	Ms. Dias Ermelinda Maria J, Dy. Secretary	Tele No. 24360667 Maria.dias@nic.in Intercom No. 610	Eco-Development Forces Schemes, IPVM Awards, NE Cell, E-governance, National Afforestation and ECO Development Board (NAEB)
72.	Shri K.V. Mathew, Dy. Secretary	Tele No. 24367631 kv.mathew@nic.in Intercom No. 527	Media & National Museum of Natural History (NMNM) - Media
73.	Shri P.S. Sharma, Dy. Secretary (GC)	Tele No. 24360659 Intercom No. 616	General Coordination, Right to Information Act (RTI) & Internal Work Study Unit
74.	Shri Uday Shankar, Dy. Secretary, (IFD)	Tele No. 24362387 drudays Shankar@gmail.com. Intercom No. 914	Integrated Finance Division on Forests, NAEB & Wildlife
75.	Shri C.L. Langain, Dy. Secretary	Tele No. 24360769 Intercom No. 604	NGO Cell
76.	Shri Manoj Sethi, Controller of Accounts	Tele No. 24361116 sirsaborn@yahoo. Intercom No. 157	Scrutiny of budget proposals-Preparation of budget estimates. - Interaction with Plan Coordination regarding Plan Budget. - Scrutiny of proposals for inclusion in Supplementary Demands for grants. - Processing of Re-appropriation proposals both within the Powers of Ministry and beyond the Powers of Ministry. - Preparation and Printing of Demands for Grants. - Submission of Action Taken Notes on Draft/Audit paras. - Scrutiny and allocation of funds under loans to Government Servants. - Disbursal of salaries and other allowances - Disbursal of Grants-in-aid - Taking out periodical expenditure statement etc.
77.	Ms. Gur Pyari, Addl. Adviser (Eco)	Tele No. 24368843 Intercom No. 925	Economic Cell, Member-Secretary, Cell on Sexual Harassment against Women

**II. Officers of the level of Joint Secretary/IGF/Adviser designated as Appellate Authorities under Section 19(1) of the above Act.**

Sl. No.	Designation	Tele. No.	Subject Matter
1	2	3	4
1.	Shri Raghu Menon, Additional Secretary & FA	Tele Fax 24362388 rmenon.moco@nic.in Intercom No. 437	<ul style="list-style-type: none"> <li>- Examination and Concurrence of SFC/EFC/CCEA proposals of the Ministry.</li> <li>- Deputation abroad.</li> <li>- Release of Grants-in-aid</li> <li>- Financial matters of the Ministry</li> <li>- Remuneration received by Officers and employees.</li> <li>- Preparation and Printing of Demands for Grants.</li> <li>- Submission of Action Taken Notes on Draft/Audit pars</li> </ul>
2.	Shri G. Balachandhran, Joint Secretary	Tele No. 24362551 gb-mef@nic.in Intercom No. 621	National Bio-diversity Authority (NBA), Man and Biosphere Programme (MABP) & Entities of Incomparable Value Regulations, E-Governance, Convention on Biological Diversity (CBD) & National Bio-diversity Strategy & Action Plan (NBSAP), Animal Welfare including Animal Welfare Board, Genetic Engineering Approval Committee (GEAC)
3.	Shri J.M. Mauskar, Joint Secretary	Tele No. 24364687 jm.mauskar@nic.in Intercom No. 418	Climate Change (CC) (including CDM & UNFCCC), Global Warming & Kyoto Protocol
4.	Shri R.K. Vaish, Joint Secretary	Tele No. 24360634 vaishrk@nic.in Intercom No. 415	Control of Pollution (CP), Hazardous Substances, Management Division (HSMD), CPCB Administration
5.	Shri Sudhir Mital, Joint Secretary	Tele No. 24363956, 23314932 mital.sudhir@nic.in Intercom No. 414	International Cooperation (IC&SD II) (excluding 'State of Environment' reports), Global Environment Facility (GEF), Vigilance, National Museum of Natural History (NMNH), Environment Policy and Law, inc. Legal Cell, Sustainable development & International Cooperation, United Nations Convention to Combat Desertification (UNCCD), Media, IUCN-The world Conservation Union.
6.	Dr. B.P. Nilaratna, Joint Secretary	Tele No. 24361712 jsbpn-mef@nic.in Intercom No. 408	Coral Reefs, Mangroves, Foundation of Revitalization of Local Health Tradition (FRLHT), Ozone Cell & Montreal Protocol, CES/II Sc, Bangalore, Hindi (Official Language)  - Administration of India Forests Service, Forest Establishment, Tropical Botanical garden and Research Institute (TBGRI) & All India Coordinate project on Capacity Building In Taxonomy (AICOPTAX)
7.	Shri A.K. Goyal, Joint Secretary	Tele No. 24361774 akg@nic.in Intercom No. 440	General Administration & Parliament/Protocol, Administration & Public Grievance Redressal Cell, Establishment Regional Offices, General Coordination, RTI & Internal Work Study Unit, Botanical Survey of India (BSI), Botanical Garden of Indian Republic (BGIR), Zoological Survey of India (ZSI), Assistance to Botanical Gardens, G.B. Pant Himalayan Institute of Environment Development (GBPHIED) Salim Ali Centre for Ornithology & Natural History (SACON), Capacity Building Project on Bio-safety, Bio-safety Protocol  - Wetlands and Ramsar Convention

1	2	3	4
			- International Centre for Integrated Mountain Development (ICIMOD)
8.	Shri M. Sengupta, Adviser	T. No. 9871738714/24369629 msen2k@lycos.com manotosh.sengupta@yahoo.com Intercom No. 548	National River Conservation Directorate (NRCD), National Lake Conservation Plan (NLCP) - Clean Production/Cleans Technology
9.	Dr. Subodh Kumar Sharma, Adviser	T. No. 2436 0861 subodh.kumar@nic.in Intercom No. 112	National Communications (NATCOM) - IPCC (Inter-Governmental Panel on Climate Change) & all other Scientific/Technical Works related to Climate Change.
10.	Shri R. Anandakumar, Adviser	T. No. 24364592 ranand@nic.in Intercom No. 534	Fly ash, Impact Assessment (IA), Coastal Regulation Zones (CRZ)
11.	Dr. G.K. Pandey, Adviser	T. No. 24360467 pandey@menf.delhi.nic.in Intercom No. 531	Environmental Health, World Bank Industrial, Deve- lopment Capacity Project
12.	Shri R. Mehta, Adviser	T. No. 24362840 rmehta@nic.in Intercom No. 543	Environmental Education (Library), Research in Environment, Global Public Goods
13.	Shri R.S. Ahlawat, Economic Adviser	T. No. 24362663 rsahlaw-atmef@nic.in Intercom No. 908	Plan Coordination, Economic Cell, Trade & Environ- ment - Budget proposals & Budget Estimates - Scrutiny of budget proposals & Preparation of budget estimates, including budget proposals for supplementary grants. - Processing of Re-appropriation proposals both with in the Powers of Ministry and beyond the Powers of Ministry.
14.	Dr. S.P. Sharma, Statistical Adviser	T. No. 24363021 sprasad.sharma@nic.in Intercom No. 103	Annual Report, 'State of Environment' Reports, Environ- mental Information (excluding Indira Gandhi Paryavaran Puraskar), Statistical Cell, NGO Cell
15.	Dr. Nalini Bhatt, Adviser (Scientific)	T. No. 24360478 nalini51@yahoo.com Intercom No. 541	- Control of Pollution (CP) CEPS, Environment Laboratory, CREP, Formulation of standards & noise pollution
16.	Dr. Indrani Chandrasekharan, Adviser (Scientific)	T. No. 24360662 indu@nic.in Intercom No. 741	Hazardous Substances Management Division (HSMD) - Chemical Safety including Manufacture, Storage and Import of Hazardous Chemicals - Public Liability Insurance Act Stockholm Convention on POPs Solid Wastes Management including Municipal Solid Wastes - Recycled Plastics (Manufacture and Usage) Rules - Strategic Approach to International Chemicals Management (SAICM)
17.	Dr. R.B. Lal IGF	T. No. 24360740 lgfwl-mef@nic.in Intercom No. 106	Wildlife, WL R Os, CITES, National Parks & Sanctuaries, WHC, NZP, CZA, NBWLF, CMS, UNESCO, Wildlife
18.	Shri K.B. Thampi IGF	T. No. 24367404 kbthampimef@nic.in Intercom No. 710	NAEB FDAs/NAP (28 states), Policy matters related to afforestation, grants-in-aid for Greening India Scheme, Eco-developments schemes and other NAEB schemes, M&E and IPVM Awards.

1	2	3	4
19.	Shri Ansar Ahmed, IGF (FC)	T. No. 24362698 ansarahmed51@yahoo.com Intercom No. 115	Forest Conservation (FC), Regional Officers (ROs), Forestry Research and Training & Forest Policy. EAP Cell & NE Cell, Forest Conservation
20.	Shri Ansar Ahmed, IGF (EAP)	T. No. 24362698 ansarahmed51@yahoo.com Intercom No. 115	Externally Aided Projects (EQP), Survey and Utilization (SU) & Forest Protection Division (FPD)
21.	Shri A.N. Prasad, IGF & Director (PE)	T. No. 24360957 gajendra@nic.in Intercom No. 113	Project Elephat, Wildlife Institute of India and Wildlife Crime Cell
22.	Shri Rajesh Gopal, IGF & Director (PT)	T. No. 23384428 dirpt-r@nic.in	All matters relating to National Tiger Conservation Authority (NTCA)
23.	Shri B.R. Sharma, Member Secretary, CZA	T. No. 23382585 cza@nic.in	Central Zoo Authority, National Zoological Park, Survey & Utilization, Forest Protection Division & JFM Cell, Forest Policy, NFAP, FIC, Forests Research & Training & NFC
24.	Shri A.K. Trivedi, Chief Engineer (CCU)	T. No. 24360643 Fax 24363422 Email ceccu@nic.in Intercom No. 728	Planning and construction works like office buildings, Laboratory buildings, residential quarters, Herbarium Museums, Landscaping of subordinate offices of the Ministry.

III. All Officers in possession of information and dealing with the matters above will be de-facto PIOs.

IV. The arrangement of designating Link Officers in the Ministry will also be applicable to the Appellate Authorities/ CPIOs for dealing with matters under the RTI Act.

V. This supersedes the earlier notification No. 34011/20/2006-IWSU dated 5th September, 2007 of this Ministry.

[F. No. 1/2/2007-RC]

A.K. GOYAL, Jt. Secy.

### उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 29 नवम्बर, 2007

का. आ. 3557.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

#### अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई. एस 15736: 2007 भू भौतिकीय पद्धति द्वारा भू वैज्ञानिक अन्वेषण (विद्युत प्रतिरोधित)-रीति संहिता		30-6-2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: डब्लू आर डी 5/टी-26]

ए. एम. डेविड, वैज्ञा-ई, निदेशक (जल ससाधन विभाग)



**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION****(Department of Consumer Affairs)****BUREAU OF INDIAN STANDARDS**

New Delhi, the 29th November, 2007

**S. O. 3557.**— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

**SCHEDULE**

Sl. No.	No. Title and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1	IS 15736 : 2007 Geological Exploration by Geophysical Method (Electrical Resistivity)—Code of Practice	—	30-6-07

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD-5/T-26]

A. M. DAVID, Sc.-E, Director (Water Resources Deptt.)

नई दिल्ली, 7 दिसम्बर, 2007

**का. आ. 3558.**— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

**अनुसूची**

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई. एस 2878 : 2004	संशोधन संख्या 4, अगस्त 2007	1 फरवरी, 2008

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 1 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 7 the December, 2007

**S. O. 3558.**— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued:

**SCHEDULE**

Sl. No.	No. and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 2878 : 2004	Amendment No. 4, August 2007	1 February, 2008

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Officer : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CEL/Gazette]

A. K. SAINI, Sc. 'F' &amp; Head (Civil Engg.)

नई दिल्ली, 7 दिसम्बर, 2007

का. आ. 3559.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंस प्रदान करने की तिथि	लाइसेंसधारी का नाम एवं पता	वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक एवं भागा संख्या
1	2	3	4	5
1.	9619090	21-8-2007	मैसर्स टेराकॉम लिमिटेड, प्लॉट नं. 17 से 19 और 52 से 54, सेक्टर 5 इंटीग्रेटेड इंडस्ट्रियल एस्टेट, पंत नगर, जिला: उधम सिंह नगर, उत्तराखंड	आईएस 398( भाग 2 ) :1996 शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 जस्तीकृत इस्पात प्रबलित एल्युमीनियम के चालक
2.	9615082	2-8-2007	मैसर्स टेराकॉम लिमिटेड प्लॉट नं. 17 से 19 और 52 से 54, सेक्टर 5 इंटीग्रेटेड इंडस्ट्रियल एस्टेट, पंत नगर, जिला: उधम सिंह नगर, उत्तराखंड	आईएस 398 ( भाग 4 ) : 1994 शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 4 एल्युमीनियम मिश्रधातु के लड़दार चालक एल्युमी-मेग्नी- सिलिकॉन टाइप,
3.	9622180	31-8-2007	मैसर्स बालाजी ग्रामीण विकास संस्थान स्टेट बैंक के पीछे, हरगाँव, सीतापुर-261121 यूपी	आईएस 458 :2003 पुर्व ढले कंक्रीट पाइप (प्रबलन सहित और रहित)
4.	9609996	4-7-2007	मैसर्स हर साहाईमल शियामलाल ज्वेलर्स 148 सिविल लाइन्स, जिला : बरेली, यूपी- 243001	आईएस 1417:1999-स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन
5.	9610072	5-7-2007	मैसर्स कृष्णा कुमार सराफ, कृष्ण कुमार सराफ बाजार गंज मुरादाबाद, जिला मुरादाबाद, उत्तर प्रदेश-244001	आईएस 1417:1999-स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन
6.	9615183	2-8-2007	मैसर्स जुगल किशोर ज्वेलर्स, 31/33 एम जी मार्ग हजरतगंज, लखनऊ, यूपी-226001	आईएस 1417:1999-स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन
7.	9521178	31-8-2007	मैसर्स भगवती प्रसाद अनन्तकुमार सराफ 8/549, कानूनगोयन मेन रोड, समीप क्लॉकटॉवर, बाराबंकी, जिला बाराबंकी यूपी 225001	आईएस 1417:1999-स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन
8.	9621582	5-9-2007	मैसर्स सैन दास ज्वेलर्स लखनऊ रोड, जिला हरदोई, यूपी 241001	आईएस 1417:1999-स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन
9.	9622483	7-9-2007	मैसर्स विनोद सराफ सदर बाजार, जिला: शाहजहाँपुर, यूपी 242001	आईएस 1417:1999-स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/ शिल्पकारी-शुद्धता एवं मुहरांकन
10.	9626390	21-9-2007	मैसर्स सोनागिरि यूजीएफ-17, हरिओम कॉम्प्लैक्स भूतनाथ मार्केट, इंदिरा नगर, जिला लखनऊ यूपी 226016	आईएस 1417:1999-स्वर्ण एवं स्वर्ण मिश्रधातु, आभूषण/शिल्पकारी-शुद्धता एवं मुहरांकन
11.	9617389	13-8-2007	मैसर्स बीएनएसआर इंजीनियर्स( प्रा.) लि., सी- 333 निराला नगर, जिला लखनऊ यूपी 226020	आईएस 1554( भाग 1 ) : 1988 पीवीसी इंसुलेटेड हैवी ड्यूटी इलैक्ट्रिक केबल भाग 1 1100 वो. तक की कार्यकारी वोल्टता हेतु

1	2	3	4	5
12.	9622281	6-9-2007	मैसर्स दि बॉम्बे बर्मा ट्रेडिंग कारपो. लि., प्लॉट नं. 23 से 26 और 46 से 48, सेक्टर 5 आईआईई, पंतनगर इंडस्ट्रियल एस्टेट, सिडकल, रुद्रपुर, जिला उधमसिंह नगर, उत्तराखंड 263153	आईएस 2046:1995 डेकोरेटिव थर्मोसेटिंग सिंथेटिक रेजिन बोन्डेड लेमिनेटिड शीट
13.	9626491	21-9-2007	मैसर्स सोनागिरि यूजीएफ-17, हरिओम कॉम्प्लैक्स भूतनाथ मार्केट, इंदिरा नगर, जिला लखनऊ उ.प्र. 226016	आईएस 2112:2003-चाँदी एवं चाँदी मिश्रधातु, आभूषण/ शिल्पकारी-शुद्धता और मुहरांकन
14.	9619696	22-8-2007	मैसर्स आर के शाह पॉलीट्यूब्स, के-47/344, विशेश्वरगंज, वाराणसी 221001	आईएस 4985:2000 सुवाह्य जल आपूर्ति के लिए पीवीसी पाइप
15.	9617288	13-8-2007	मैसर्स बीएनएसआर इंजीनियर्स(प्रा)लि., सी- 333 निराला नगर, जिला लखनऊ उ.प्र. 226020	आईएस 7098(भाग 1): 1988 अनुप्रस्थ जुड़े हुए पालीइथाइलीन पीवीसी रोधित खोलदार केबल भाग 11100 वो. तक की कार्यकारी वोल्टता के लिए
16.	9616589	8-8-2007	मैसर्स राको एग्रोकेम(प्रा)लि., ई 13, यूपीएसआईडीसी इंडस्ट्रियल एरिया, चिन्हात, देवा रोड, जिला लखनऊ, उ.प्र. 227105	आईएस 8446: 1991 कीटनाशक-कारबेंडाजिम(एमबीसी), डब्ल्यूपी
17.	9613987	31-7-2007	मैसर्स एटीपी सिल्वी (प्रोडक्ट्स)लि., प्लॉट नं. 7, सेक्टर 9 सिडकल, पंतनगर, रुद्रपुर, जिला उधमसिंह नगर, उत्तराखंड	आईएस 12823:1990 लकड़ी उत्पाद-प्रिलेमिनेटिड पार्टिकल बोर्ड
18.	9610577	9-7-2007	मैसर्स बिस्लेरी इंटरनेशनल (प्रा)लि., प्लॉट नं. 65 एवं 55, सेक्टर 4, आईआईई पंतनगर, रुद्रपुर, जिला उधम सिंह नगर, उत्तराखंड 263153	आईएस 13428: 2005 बोटलबंद प्राकृतिक खनिज जल
19.	9610678	9-7-2007	मैसर्स बिस्लेरी इंटरनेशनल (प्रा)लि., प्लॉट नं. 65 एवं 55, सेक्टर 4, आईआईई पंतनगर, रुद्रपुर, जिला उधमसिंह नगर, उत्तराखंड 263153	आईएस 13428:2005 बोटलबंद पेय जल (बोटलबंद प्राकृतिक खनिज जल के अलावा)
20.	9617187	9-8-2007	मैसर्स शिर्डी इंडस्ट्रीज लि., प्लॉट नं. 1, सेक्टर नं. 9 आईआईई, पंतनगर, जिला उधमसिंह नगर, उत्तराखंड 263153	आईएस 14587: 1998 प्रिलेमिनेटिड मध्यम घनत्व फाइबर बोर्ड

[ फा. सं. सी एमडी. 13:11 ]

ए. के. तलवार, उप महानिदेशक(मुहर)

New Delhi, the 7th December, 2007

S. O. 3559.—In pursuance of sub-regulation (6) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been granted with effect from the date indicated against each: (Period from 1-7-07 to 30-9-07)

## SCHEDULE

Sl. No.	Licences No. CM/L-	Date of granted of Licence	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension
1	2	3	4	5
1.	9619090	21-08-2007	M/s. Teracom Limited Plot Nos. 17 to 19 & 52 to 54, Sector-5, Integrated Industrial Estate, Pant Nagar, Distt : Udham Singh Nagar, Uttarakhand	IS 398:Part 2: 1996 Aluminium conductors for overhead transmission purposes: Part 2 Aluminium conductors, galvanized steel reinforced

1	2	3	4	5
2.	9615082	02-08-2007	M/s. Teracom Limited Plot Nos. 17 to 19 & 52 to 54, Sector-5, Integrated Industrial Estate, Pant Nagar, U. S. Nagar, Uttarakhand	IS 398:Part 4: 1994 Aluminium conductors for overhead transmission purposes: Part 4 Aluminium alloy stranded conductors (aluminium magnesium silicon type)
3.	9622180	31-08-2007	M/s. Balaji Grameen Vikas Sansthan Behind State Bank, Hargaon, Sitapur, U. P.-261121	IS 458 : 2003-Precast Concrete Pipes (with and without Reinforcement)
4.	9609996	04-07-2007	M/s. Har Sahaimal Shiamlal Jewellers 148 Civil Lines, Distt : Bareilly, U. P.-243001	IS: 1417: 1999-Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking
5.	9610072	05-07-2007	M/s. Krishna Kumar Sarraf, Krishna Kumar Sarraf Bazar Ganj Moradabad, Distt : Moradabad, Uttar Pradesh-244001	IS:1417:1999-Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking
6.	9615183	02-08-2007	M/s. Jugal Kishore Jewellers, 31/33 M. G. Marg Hazratganj, Lucknow, U. P.-226001	IS: 1417: 1999-Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking
7.	9621178	31-08-2007	M/s. Bhagwati Prasad Anant Kumar Sarraf, 8/549, Qanoongoyan Main Road, Near Clock Tower, Barabanki, Distt : Bara Banki U. P.-225001	IS: 1417: 1999-Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking
8.	9621582	05-09-2007	M/s. Sain Das Jewellers Lucknow Road, Distt : Hardoi, U. P.-241001	IS: 1417: 1999-Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking
9.	9622483	07-09-2007	M/s. Vinod Sarraf, Sadar Bazar, Distt : Shahjahanpur, U. P.-242001	IS: 1417: 1999-Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking
10.	9626390	21-09-2007	M/s. Sonagiri UGF-17, Hariom Complex Bhoothnath Market, Indira Nagar Distt: Lucknow U. P.-226016	IS:1417:1999-Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking
11.	9617389	13-08-2007	M/s. BNSR Engineers (P) Ltd., C-333, Nirala Nagar, Distt : Lucknow, U. P.-226020	IS 1554: Part 1 : 1988- PVC insulated (heavy duty) electric cables: Part 1 For working voltages upto and including 1100V
12.	9622281	06-09-2007	M/s. The Bombay Surmah Trading Corpn. Ltd. Plot Nos-23 to 26 & 46 to 48, Sector 5, IIE, Pant Nagar Industrial Estate, Sidcul, Rudrapur, Distt : Udham Singh Nagar, Uttarakhand-263153	IS 2046 : 1995- Decorative Thermosetting Synthetic Resin Bonded Laminated Sheets- Specification
13.	9626491	21-09-2007	M/s. Sonagiri UGF-17, Hariom Complex, Bhoothnath Market, Indira Nagar, Distt : Lucknow, U. P.-226016	IS 2112: 2003-Silver and Silver Alloys, Jewellery/Artefacts- Fineness and Marking - Specification
14.	9619696	22-08-2008	M/s. R K Shah Polytubes K-47/(344, Vishwarganj, Varanasi, UP-221001	IS 4985: 2000-Unplasticized PVC Pipes for Potable, Water Supplies - Specification
15.	9617288	13-08-2007	M/s. BNSR Engineers (P.) Ltd. C-333, Nirala Nagar Distt : Lucknow, U. P.-226020	IS 7098 : Part 1 : 1988- Crosslinked polyethylene insulated PVC Sheathed Cables: Part 1-For working voltage upto and including 1100 V

1	2	3	4	5
16	9616589	08-08-2007	M/s Rako Agrochem (P) Ltd. E-13, UPS, IDC Industrial Area, Chinhai, Deva Road, Distt : Lucknow, Uttar Pradesh-227105	IS 8446 : 1991-Pesticide - Carbendazim (MBC) WP - Specification
17	9613987	31-07-2007	M/s ATP Silvi Products Limited Plot No.7, Sector 9, Sidcul, Pantnagar, Rudrapur Distt : Udham Singh Nagar, Uttaranchal	IS 12823 : 1990- Wood Products - Prelaminated Particle Boards- Specification
18	9610577	09-07-2007	M/s Bisleri International (P) Ltd. Plot No.65&55, Sector-4, II E, Pant Nagar, Rudrapur Distt : Udham Singh Nagar, Uttarakhand-263153	IS 13428 : 2005- Packaged Natural Mineral Water - Specification
19	9610678	09-07-2007	M/s Bisleri International (P) Ltd. Plot No.65&55, Sector-4, II E, Pant Nagar, Rudrapur Distt : Udham Singh Nagar, Uttarakhand-263153	IS 14543 : 2004 -Packaged Drinking Water (other than Packaged Natural Mineral Water) - Specification
20	9617187	09-08-2007	M/s Shirdi Industries Ltd. Plot No.1, Sector No. 9, II E, Pant Nagar Distt : Udham Singh Nagar Uttarakhand-263153	IS 14587: 1998- Prelaminated medium density fibre board

[F. No. CMD-13:11]

A. K. TALWAR, Dy. Director Gen.(Marks)

नई दिल्ली, 7 दिसम्बर, 2007

का. आ. 3560.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

## अनुसूची

क्रम सं.	लाइसेंस संख्या सी एम एल	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम/संबद्ध भारतीय मानक का शीर्षक	रद्द/स्थगित करने की तिथि
1	2	3	4	5
1.	9140263	मै. बाबाजी इंडस्ट्रीज गांव कचनल गाजी, काशीपुर जिला एस. नगर, उत्तरांचल 244713	आईएस 4246:2002-एलपीजी के साथ प्रयुक्त घरेलू गैस स्टोव	16-03-2007
2	9243172	मैसर्स भारत ऑर्गेनिक्स, 1, सूमेर गार्डन इस्माइलगंज, लखनऊ, यू पी 226016	आई एस 8960:1978-मिथाइल पैराथियॉन भुरकन चूर्ण	01-04-2007
3	9377193	मैसर्स नार्दन प्लौगईवुड प्रॉडक्ट्स नया गांव चौहान, रामनगर, जिला नैनीताल, उत्तरांचल	आईएस 303:1989 सामान्य प्रयोजन हेतु प्लाईवुड	01-5-2007
4	9377597	मैसर्स हरिओम फर्टिलाइजर्स प्रा.लि. एफ-30, साइट नं. 2, इंडस्ट्रियल एस्टेट, जिला उन्नाव, उत्तर प्रदेश	आईएस 8960:1978-मिथाइल पैराथियॉन भुरकन चूर्ण	01-05-2007
5	9464491	मैसर्स प्यूरिस रेफ्रिजरेशन जी-5, चिन्हात इंडस्ट्रियल एरिया, देवा रोड, जिला लखनऊ, यू.पी. 226019	आईएस 1475(भाग 1):2001 स्वतः भरने वाला पेयजल कूलर भाग 1 उर्जा खपत और कार्यकारिता	01-04-2007
6	9468503	मैसर्स शिवगढ़ पॉलिटेक प्रा. लि., बी 1 से बी 4, बछरावन इंडस्ट्रियल एरिया, जिला राई बरेली, उत्तर प्रदेश	आईएस 4985:2000 सूबाहा जल आपूर्ति के लिए अनम्यकृत पीवीसी पाइप	16-05-2007

1	2	3	4	5
7	9501296	मैसर्स पशुपति ऐवरेस्ट प्लाईवुड, के-2/के-3, परसा खेड़ा इंडस्ट्रियल एरिया, जिला बरेली, उत्तर प्रदेश	आईएस 1238:1996 परतचढ़ी सजावटी प्लाईवुड	10-01-2007
8	9503273	मैसर्स वास्तु सीमेंट इंडस्ट्रीज, बी-1/85 सोनीविला अस्सी, जिला वाराणसी, उत्तर प्रदेश	आईएस 1489 (भाग 1):1991 पोर्टलैंड पोजोलाना सीमेंट भाग 1 प्लाईश आधारित	23-01-2007
9	9505580	मैसर्स एनपीके केमीकल्स एंड इन्सेक्टीसाइड्स प्रा. लि, सी-5, इंडस्ट्रियल एरिया, लच्छीपुर जिला गोरखपुर, उत्तर प्रदेश-273015	आईएस 8960:1978-मिथाइल पैराथियॉन धुरकन चूर्ण	07-02-2007
10	1679674	मैसर्स केमीकल्स एंड इन्सेक्टीसाइड्स, सराफ चेम्बर 447 बक्सोपुर जुबिलीचौक, जिला गोरखपुर, उत्तर प्रदेश-273015	आईएस 2358:1984 फार्मूले पर आधारित स्टेबीलाइज्ड मिथोक्सीइथाइल मरकरी क्लोराइड (एमईएमसी) सांद्र	16-04-2007

[फ. सं. सी.एम. डी. 13:13]

ए. के. तलवार, उपमहानिदेशक (मुहर)

New Delhi, the 7th December, 2007

S. O. 3560.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/suspended with effect from the date indicated against each: (Period from 1-7-07 to 30-9-07)

## SCHEDULE

SI No.	Licences No. CM/L	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation/suspension
1	2	3	4	5
1	9140263	M/s Babaji Industries Vill. Kachnal Gazi, Kashipur, Distt. US Nagar, Uttaranchal, 244713	IS 4246:2002 Domestic gas stoves for use with liquefied petroleum gas	16-3-07
2	9243172	M/s Bharat Organics 1, Summer Garden, Ismail Ganj Faizabad Road, Lucknow, UP-226016	IS 8960:1978-Methyl parathion dusting powders	1-04-07
3	9377193	M/s Northern Plywood Products Naya Gaon Chuhan, Ramnagar, Distt. Nainital, Uttaranchal	IS 303:1989- Plywood for general purposes	1-5-07
4	9377597	M/s Hariom Fertilizers Pvt. Ltd. F- 30, Site No.2 Industrial Estate, Distt. Unnao, Uttar Pradesh	IS 8960:1978- Methyl parathion dusting powders	1-5-07
5	9464491	M/s Pury's Refrigerations G-5, Chinhat Industrial Area, Dewa Road Distt. Lucknow, Uttar Pradesh-226019	IS 1475(Part1):2001- Self-contained drinking water coolers- Part1: energy consumption and performance	1-4-07
6	9468503	M/s Shivgarh Polytech Pvt. Ltd. B1 to B4, Bachhrawn Industrial Area, Distt. Rae Barweily, Uttar Pradesh	IS 4985:2000- Unplasticized PVC pipes for potable water supplies	16-5-07
7	9501269	M/s Pashupati Everest Plywood K-2/K-3, Parsakhera Industrial Area, Distt. Bareilly, Uttar Pradesh-243002	IS 1328:1996- Veneered Decorative Plywood	10-1-07
8	9503273	M/s Vastu Cement Industries B1/85 Sonivilla, Assi, Distt. Varanasi, Uttar Pradesh	IS 1489(Part1):1991- Portland pozzoana cement Part I flyash based	23-1-07

1	2	3	4	5
9	9505580	M/s. NPK Chemicals & Insecticides (P) Ltd. C-5, Industrial Area Lacchipur, Distt. Gorakhpur, Uttar Pradesh-273015	IS 8960:1978- Methyl parathion dusting powders	7-2-07
10	1679674	M/s. Chemicals & Insecticides Saraf Chamber 447 Buxipur, Jubeeli Chowk, Distt. Gorakhpur, Uttar Pradesh-2730101	IS 2358:1984- Formulations based on stabilized methoxy ethyl mercury chloride(memc) concentrate	16-4-07

[F.No. CMD/13:13]

A. K. TALWAR, Dy. Director Gen.(Marks)

नई दिल्ली, 10 दिसम्बर, 2007

का. आ. 3561.—भारतीय मानक ब्यूरो(प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं :—

## अनुसूची

क्रम सं. लाइसेंस नं.	स्वीकृत दिनांक	पार्टी का नाम एवं पता	मानक का शीर्षक.	आईएस नं. एवं वर्ष
1.	2	3	4	6
1.	9589212	03-04-2007	मै. एस पी लैम्प इन्ड. 305ए माडल टाऊन जानजयाल जम्मू	टंगस्टन फिलामेंट सामान्य सेवा विद्युत कैम्प 418 : 2004
2.	9589717	03-04-2007	मै. डाटा इन्ड., 4, दादा कालोनी, इण्डस्ट्रियल एरिया, जिला जालन्धर, पंजाब	जल कार्यों हेतु कापर एलाय गेट, ग्लोब एवं चैक वाल्व 778 : 1984
3.	9566604	09-04-2007	मै. शंकर इंड. जिला पार्टी पो. ओ. टारोड, टेक : साम्बा, जम्मू (जे और के)	43 ग्रेड सामान्य पोर्टलैण्ड सीमेंट 8112 : 1989
4.	9590496	09-04-2007	मै. दशमेश प्लाईवुड, पो. ओ. फोर फील्डस, नियर कौनाल जी.टी. रोड, जिला अमृतसर, पंजाब	सामान्य प्रयोजन हेतु प्लाईवुड 303 : 1989
5.	9593304	09-04-2007	मै. सीपको सीमेंट्स, प्रा. लि. सामान, खुनमोह, श्रीनगर-4 जिला जम्मू एण्ड कश्मीर	साधारण और अल्पता पोर्टलैण्ड सीमेंट की विशिष्टि 269 : 1989
6.	9593405	09-04-2007	मै. सीमको सीमेंट्स, प्रा. लि. सामन, खुनमोह, श्रीनगर-4 जिला जम्मू एण्ड कश्मीर	43 ग्रेड सामान्य पोर्टलैण्ड सीमेंट 12269 : 1987
7.	9591094	19-04-2007	मै. बोर्डर इंजी. वर्क्स, 259, फोकल प्वाइंट जिला अमृतसर पंजाब	वाटर मीटर (घरेलू टाइप) 779 : 1994
8.	9591805	19-04-2007	मै. सुप्रीम प्लाईट्यूब्स प्रा. लि. ग्राम बारदवाल, बागरानी रोड (धुरी) 148024 जिला : संगरूर,	पेय जल आपूर्ति हेतु अनम्यकृत पीवीसी पाइपों की विशिष्टि 4985 : 2000

1	2	3	4	5
		पंजाब		
9.	9580594	14-05-2007	मै. लक्ष्मी सीमेंट इन्ड., गोल्या खां, बाधपुरण, मोगा, (पंजाब) जिला-मोगा पंजाब	पोर्टलैंड पोर्जोलोना सीमेंट (पार्ट-1) प्लाईऐश 1489 भाग:1 1991
10.	9581903	14-05-2007	मै. वी टी सीमेंट प्रा. लि. मोगा रोड, धर्मकोड, जिला मोगा पंजाब	पोर्टलैंड पोर्जोलोना सीमेंट (पार्ट-1) प्लाईऐश 1489-भाग 1 : 1991
11.	9595409	14-05-2007	मै. चोपड़ा ब्रदर्स डी-60, एस एण्ड एसजी, काम्प्लेक्स, कपूरथला रोड, जिला जालन्धर पंजाब-144 021	सामान्य प्रयोजन के लिए वाटरफलाई वाल्व विशिष्ट 13095 : 1991
12.	9596209	14-05-2007	मै. वेस्टर्न केबल्स कार्पोरेशन नियर रेलवे क्रॉसिंग स्टेशन रोड सरहिन्द फतेहगढ़ साहिब	1100 वोल्ट तक की कार्यकारी वोल्टता के लिये पीवीसी रोधित केबिलों की विशिष्ट 694 : 1990
13.	9598415	28-05-2007	मै. एस आर इलैक्ट्रिकल कार्पोरेशन, ग्राम-रावाली पठानकोट रोड, जिला-जालन्धर पंजाब	श्री फेस इण्डक्शन मोटर 325 : 1996
14.	9598819	29-05-2007	मै. गोल्डन फलोर्स टाइल्स एण्ड कन्सर्ट प्रोडक्ट्स 124, इन्डस्ट्रियल एरिया फेज-1, चण्डीगढ़	चकोर सीमेंट कंकरीट टाइले 13801 : 1993
15.	9599720	06-06-2007	मै. भारद्वाज स्टोनवार प्रा.लि. ग्राम-लोहरा रोही, तलवान्दी रोड, तहसील जीरा जिला फिरोजपुर पंजाब	लवण से ग्लेज किसे स्टोनवेयर के पाइप और फिटिंग की विशिष्ट 651 : 1992
16.	9601677	11-06-2007	मै. चेराग एसोसिएटेड एसआईडीसीओ इण्डस्ट्रियल इस्टेट फेस-II खुर्नमोह, श्रीनगर जिला-जम्मू एण्ड कश्मीर	शिरोपरी पावर लाइनों हेतु नलिकाकार इस्पात के खम्बे 2713 : भाग 1
17.	9603479	11-06-2007	मै. जी. आर इण्डस्ट्रीज एस-21 इन्ड. एरिया (पोस्ट ऑफिस के पास) जालन्धर, जालन्धर सिटी, जिला-जालन्धर पंजाब-144 004	सामान्य प्रयोजन के बाल वाल्ब-विशिष्ट 9890 : 1981



1.	2	3	4	5	6
18.	9603984	20/06/2007	मै. गुरुनानक इंजी. एण्ड इलेक्ट्रिक वर्क्स 103, न्यू गोकल का बाग, 100 फीट रोड, जिला अमृतसर पंजाब-143001	निमज्जनीय पम्पसेट-विशिष्ट	8034 : 2002
19.	9606586	25/06/2007	मै. एस डी वायर एण्ड केबल्स प्लॉट नं. 3 बी, फेस III, इन्ड. एरिया, गंगयाल, जम्मू, जिला : जम्मू एण्ड कश्मीर	विद्युत रोधक पीवीसी तार	694 : 1990
20.	9589616	22/03/2007	परफेक्ट इण्डस्ट्रीज सी-65, फेस V, धानदारी कलां, जिला लुधियाना	काले घटभुज और टेपरी	1363 : 2002
21.	9607184	25/06/2007	माहाशक्ति कन्डक्टर्स इन्डस्ट्रियल इस्टेट डीजाइना (EXTNAREA), सतवारी जम्मू जिला-जम्मू एण्ड कश्मीर	शिरोपरि प्रेषण के लिए एल्यूमिनियम चालकों की विशिष्ट- भाग-2 जस्सीकृत एल्यूमिनियम चालक	398 : भाग 2 : 1996 इस्पात प्रचलित

[फा. सं. सी एम. डी. 13:11]

ए. के. तलवार, उपमहानिदेशक(मुहर)

New Delhi, the 10th December, 2007

**S. O. 3561.**— In pursuance of sub-regulation (5) of the bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule :

**SCHEDULE**

Sl. No.	Licence No.	Grant Date	Name & Address of the party	Title of the Standard	IS No. Part Sec. Year
1	2	3	4	5	6
1.	9589212	03/04/2007	M/s. S.P. Lamp Industries 305A, Model Town Gangyal Jammu.	Tungsten filament general service electric lamps	IS 418:2004
2.	9589717	03/04/2007	M/s. Datta Industries 4, Dada Colony, Industrial area Distt : Jalandhar Punjab	Copper Alloy Gate, Globe and Check Valves for Waterworks purposes	IS 778:1984
3.	9566004	09/04/2007	M/s. Shanker Industries, Vill : Patti, P.O. : Tarore, Teh. Samba, Distt ; Jammu and Kashmir	43 grade ordinary Portland Cement.	IS 8112:1989
4.	9590496	09/04/2007	M/s. Dasmesh Plywood P.O. Four Fields, near Canal G.T. Road, Distt. Amritsar Punjab	Plywood for general purposes	IS 303:1989
5.	9593304	09/04/2007	M/s. Saifco Cements Private Limited, Saman, Khunmoh, Srinagar-4, Distt : Jammu and Kashmir JK	33 grade ordinary Portland Cement	IS 269:1989
6.	9593405	09/04/2007	M/s. Saifco Cements Private Limited, Saman, Khunmoh, Srnaghar-4, Distt : Jammu and Kashmir JK	53 grade ordinary Portland Cement	IS 12269:1987

1	2	3	4	5	6
7.	9591094	19/04/2007	M/s. Border Engg. Works 259, Focal Point, Distt. Amritsar Punjab	Water meters (domestic types)	IS 779: 1994
8.	9591805	19/04/2007	M/s. Suprem Poly tubes Pvt. Ltd. Village: Bardwal (out of Octroi) Bagrian Road, (Dhuri)-148024, Distt. Sangrur Punjab	Unplasticized PVC Pipes for Potable Water Supplies	IS 4985: 2000
9.	9580594	14/05/2007	M/s. Luxmi Cement Industries Gholta Kalan, Baghapurana, Moga, (Punjab) Distt. : Moga Punjab	Portland Pozzolana Cement Part I Flyash	IS 1489: Part I: 1991
10.	9581903	14/05/2007	M/s. Vee Tee Cement (P) Ltd., Moga Road, Dharamkot, Distt : Moga, Punjab	Portland Pozzolana Cement Part I Flyash	IS 1489: Part I: 1991
11.	9595409	14/05/2007	M/s. Chopra Brothers D-60, S. & Sg, Complex, Kapurthala Road, Distt. : Jalandhar, Punjab-144021	Butterfly valves for general purposes	IS 13095: 1991
12.	9596209	14/05/2007	M/s. Western Cables , Corporation near Railway Crossing Station Road, Sirhind Fatehgarh Sahib	PVC Insulated cables for working voltage upto and including 1100 V.	IS 694: 1990
13.	9598415	28/05/2007	M/s. S. R. Electrical Corporation Vill. Raowali, Pathankot Road, Distt. Jalandhar, Punjab	Three-phase induction motors	IS 325: 1996
14.	9598819	29/05/2007	Golden Floors Tie & Concrete Products, 124, Ind. Area, Phase I, Chandigarh	Chequered cement concrete tiles	IS 13801: 1993
15.	9599720	06/06/2007	M/s. Bhardwaj Stoneware (P) Ltd. Vill. Lehra Rohi, Talwandi Road, Teh. Zira, Distt. Firozpur Punjab	Salt glazed stoneware pipe and fittings	IS 651: 1992
16.	9601677	11/06/2007	M/s. Charag Associates, SIDCO Indl. Estate Phase-II Khunmoh, Srinagar, Distt : Jammu and Kashmir JK.	Tubular Steel Poles for Overhead Power Lines	IS 2713: Parts 1 to 3
17.	9603479	11/06/2007	M/s. G.R. Industries, S-21 Industrial Area, (Near Post Office) Jalandhar, Jalandhar City Distt: Jalandhar, Punjab 144004.	General Purpose Ball Valves	IS 9890: 1981
18.	9603984	20/06/2007	M/s. Guru Nanak Engg. & Electric Works , 103, New Gokal Ka Bagh, 100 Feet Road, Distt. Amritsar Punjab-143001	Submersible Pumps	IS 8034: 2002
19.	9606586	25/06/2007	M/s. S.D. Wires & Cables, Plot No 3 B Phase III Industrial Area, Gangyal, Jammu Distt : Jammu and Kashmir JK	PVC Insulated cables for working voltages upto and including 1100 V.	IS 694: 1994

1	2	3	4	5	6
20.	9589616	22/03/2007	Perfect Industries C-65, Phase V, Dhandari Kalan, Distt. Ludhiana	Hexagon Head Bolts, Screws and Nuts of Product Grade 'C'- Part 1 : Hexagon Head Bolts (Size Range M 5 to M 64)	IS 1363 : Part 1 2002
21.	9607184	25/06/2007	Mahashakti Conductors: Industrial Estate, Digiana (Extn. Area) Satwari, Jammu Distt : Jammu and Kashmir, JK	Aluminium conductors for overhead transmission purposes : Part 2 Aluminium conductors, galvanized steel reinforced	IS 398 : Part 2 1996

[F. No. CMD/13:13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 10 दिसम्बर, 2007

का. आ. 3562.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

## अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम/संबद्ध भारतीय मानक का शीर्षक	रद्द/स्थगित करने की तिथि
1	2	3	4	5
1.	1175545	मै. इनोक्स एअर प्रोडक्ट लि., जी. टी. रोड, मण्डी गोविन्दगढ़, जिला-लुधियाना, पंजाब-147301	आईएस 3196 (भाग-1):1992	04-06-2007
2.	9059078	मै. राज मोल्डींग एण्ड फाउन्ड्री वर्क्स ज्वाला नगर माक्सयूडन, जिला-जालंधर, पंजाब	आईएस 778 : 1984 जल कार्यों हेतु ढलवा तांबा के गेट, ग्लोब एवं चैक वाल्वस	29-05-2007
3.	9263784	मै. अमर वाल्वस प्रोडक्ट्स, एस-63 इण्डस्ट्रियल एरिया, जिला जालंधर, पंजाब	आईएस 778 : 1984 जल कार्यों हेतु ढलवा तांबा के गेट, ग्लोब एवं चैक वाल्वस	14-05-2007
4.	9386602	मै. रिसेक्स (इण्डिया) 62-डी, फोकल पोइन्ट, फेस-V, धनदारी, लुधियाना, जिला-लुधियाना पंजाब-141010	आईएस 12427 : 2001 ट्रांसमिशन टावर-वोल्ट-विशिष्ट	01-05-2007

[फा. सं. सी एम. डी.-13 : 13]

ए. के. तलवार, उपमहानिदेशक(मुहर)

New Delhi, the 10th December, 2007

S. O. 3562.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each: —

## SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	2	3	4	5
1	1175545	M/s. Inox Air product Ltd. G.T. Road, Mandi Gobindgarh, Distt. : Ludhiana Punjab-147301	IS 3196 : Part 1 : 1992 welded low carbon steel cylinders excluding 5 litre water capacity for low pressure liquefiable gases Part 1 : cylinders for liquefied petroleum gases (1PG)	04-06-2007

1	2	3	4	5
2.	9059078	M/s Raj Moulding & Foundry Works Jawla Nagar Maqsudan, Distt : Jalandhar, Punjab.	IS 778 : 1984 copper alloy gate, globe and check valves for waterworks purposes	29-05-2007
3.	9263784	M/s. Amar Valves Products, S-63 Industrial Area, Distt : Jalandhar, Punjab.	IS 778 : 1984 copper alloy gate, globe and check valves for waterworks purposes	14-05-2007
4.	9386602	M/s. Remax (India) 62-D, Focal Point, Phase-V, Dhandari, Ludhiana, Distt : Ludhiana, Punjab 141010	IS 12427 : 2001 fasteners-threaded steel Fasteners-hexagon head transmission tower bolts	01-05-2007

[F. No. CMD-13:13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 12 दिसम्बर, 2007

का. आ. 3563.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

## अनुसूची

क्रम सं.	भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और वर्ष	संशोधन के स्थगित होने की तिथि
1	2	3	4
1.	आई एस 9939:1981 कृषि ट्रैक्टर एवं पावर-टिलर्स से संबंधित शब्दावली	संशोधन संख्या 1 वर्ष 2007	31 अक्टूबर, 2007
2.	आई एस 10282:1982 पावर टिलर्स का उत्पादक पहिया की विशिष्टि	संशोधन संख्या 1 वर्ष 2007	31 अक्टूबर, 2007
3.	आई एस 13793:1993 कृषि उत्पाद प्रेषण मशीन दाल का प्रेषण-क्रमदर्शी आरेख	संशोधन संख्या 1 वर्ष 2007	31 अक्टूबर, 2007
4.	आई एस 14543:2004 पैकेजबन्द पेय जल (पैकेजबन्द प्रतिकृतिक मिनरल जल के अलावा) विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 4 वर्ष 2007	30 सितम्बर, 2007

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, पानक भवन : 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]

श्री के सी. एस. बिष्ट, वैज्ञानिक ई एवं निदेशक (खाद्य एवं कृषि)

New Delhi, the 12th December, 2007

S.O. 3563.—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

## SCHEDULE

Sl No.	No. & Year of the Indian Standards	No. & year of Amendment	Date from which the amendment shall have effect
1	2	3	4
1.	IS 9939: 1981 Glossary of terms relating to agricultural tractors and power tillers	Amendment No.1 Year 2007	31 October, 2007
2.	IS 10282: 1982 Specification for cage wheel for power tillers	Amendment No.1 Year 2007	31 October, 2007

(1)	(2)	(3)	(4)
3.	IS 13793:1993 Agricultural produce milling machinery - Milling of pulses - Flow diagram	Amendment No.1 Year 2007	31 October, 2007
4.	IS 14543:2004 Packaged drinking water (other than packaged natural mineral water) - Specification (first revision)	Amendment No.4 Year 2007	30 September, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

SHRI K. C. S. BISHT, Scientist E &amp; Director (Food &amp; Agri.)

नई दिल्ली, 12 दिसम्बर, 2007

का. आ. 3564.—भारतीय मानक ब्यूरो नियम 1987 नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 5061:2002 पशु आहार सामग्री-अरण्डी के बीज की भूसी का निर्धारण-माइक्रोस्कोप पद्धति		31 अक्टूबर, 2007
2.	आई एस/आई एस ओ 5983-1:2005 पशु आहार सामग्री-नाइट्रोजन की निर्धारण एवं क्रूड प्रोटीन की मात्रा मापन : भाग 1 जैलडाल पद्धति		31 अक्टूबर, 2007
3.	आई एस/आई एस ओ 5983-2: 2005 पशु आहार सामग्री-नाइट्रोजन की निर्धारण एवं क्रूड प्रोटीन की मात्रा मापन : भाग 2 ब्लॉक पचाव/भाप स्त्रावण पद्धति		31 अक्टूबर, 2007
4.	आई एस 6283 (भाग 2):2007/आई एस ओ 3767-2: 1991 कृषि तथा वानिकी के लिए ट्रैक्टर तथा मशीनरी, पावरकृत लॉन बगीचे संबंधी उपस्कर-प्रचालक नियंत्रण तथा प्रदर्शों के लिए संकेत : भाग 2 कृषि ट्रैक्टर व मशीनरी के लिए संकेत (दूसरा पुनरीक्षण)	आई एस 6283 (भाग 2):1998	31 अगस्त, 2007
5.	आई एस/आई एस ओ 6496:1999 पशु आहार सामग्री-आर्द्रता एवं वाष्पशील पदार्थ की मात्रा निर्धारण		31 अक्टूबर, 2007
6.	आई एस/आई एस ओ 6865:2000 पशु आहार सामग्री-क्रूड फाइबर की मात्रा-निर्धारण-मध्यवर्ती फिल्टरेशन पद्धति द्वारा		31 अक्टूबर, 2007
7.	आई एस 9505:2007 मोनोसोडियम एल-ग्लूटामेट, खाद्य ग्रेड-विशिष्ट (पहला पुनरीक्षण)	आई एस 9505:1980	30 नवम्बर, 2007
8.	आई एस 10335:2007 तम्बाकू और तम्बाकू उत्पाद की शब्दावली (दूसरा पुनरीक्षण)	आई एस 10335:2000	30 जून, 2007

(1)	(2)	(3)	(4)
9.	आई एस 10508:2007 फोस्फोरिक अम्ल, खाद्य ग्रेड—विशिष्ट (पहला पुनरीक्षण)	आई एस 10508:1983	30 नवम्बर, 2007
10.	आई एस 12362 (भाग 1):2007/आई एस ओ 6489-1:2001 कृषि वाहन—कर्षण वाहनों में यांत्रिक संयोजन : भाग 1 कॉटा-टाइप हुकों के आयात (दूसरा पुनरीक्षण)	आई एस 12362 (भाग 1):1993	31 अगस्त, 2007
11.	आई एस/आई एस ओ 13904:2005 पशु आहार सामग्री—ट्रिप्टोफैन की मात्रा निर्धारण		31 अक्टूबर, 2007
12.	आई एस/आई एस ओ 14718:1998 पशु आहार सामग्री—मिश्रित आहार सामग्री में अफलाटाक्सिन बी, की मात्रा निर्धारण—उच्च-क्षता द्रव पद्धति द्वारा		31 अक्टूबर, 2007
13.	आई एस/आई एस ओ 14902:2001 पशु आहार सामग्री—सोया उत्पादों के ट्रिप्सिन निरोधात्मक गतिविधि का निर्धारण		31 अक्टूबर, 2007
14.	आई एस 14904:2007 पशुओं का परिवहन—रीति संहिता (पहला पुनरीक्षण)	आई एस 4157 (भाग 1):1981, आई एस 4157 (भाग 2):1968 और आई एस 4157 (भाग 3):1983	30 सितंबर, 2007
15.	आई एस 15743:2007 क्लोरपाइरीफास—मिथाइल ईम्यूलसीफियबल सान्द्र—विशिष्ट		30 जून, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-1120002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों :अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]

श्री के. सी. एस. बिष्ट, वैज्ञानिक ई एवं निदेशक (खाद्य एवं कृषि)

New Delhi, the 12th December, 2007

**S.O. 3564.**—In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:—

#### SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/ISO 5061 :2002 Animal feeding stuffs - Determination of castor oil seed husks - Microscope method		31 October, 2007
2.	IS/ISO 5983-1 :2005 Animal feeding stuffs - Determination of nitrogen content and calculation of crude protein content: Part 1 Kjeldahl method		31 October, 2007
3.	IS/ISO 5983-2:2005 Animal feeding stuffs - Determination of nitrogen content and calculation of crude protein content: Part 2 Block digestion/steam distillation method		31 October, 2007

(1)	(2)	(3)	(4)
4.	IS 6283(Part 2):2007/ ISO 3767-2: 1991 Tractors and machinery for agriculture and forestry, powered lawn and garden equipment - Symbols for operator controls and other displays: Part 2 Symbols for agricultural tractors and machinery (second revision)	IS 6283(Part 2): 1998	31 August, 2007
5.	IS/ISO 6496: 1999 Animal feeding stuffs - Determination of moisture and other volatile matter content		31 October, 2007
6.	IS/ISO 6865 :2000 Animal feeding stuffs - Determination of crude fibre content - Method with intermediate filtration		31 October, 2007
7.	IS 9505 :2007 Monosodium L-glutamate, food grade - Specification (first revision)	IS 9505: 1980	30 November, 2007
8.	OS 10335:2007 Glossary of terms for tobacco and tobacco products (second revision)	IS 10335:2000	30 June, 2007
9.	IS 10508:2007 Phosphoric acid, food grade - Specification (first revision)	IS 10508:1983	30 November, 2007
10.	IS 12362(Part 1):2007/ ISO 6489-1 :2001 Agricultural vehicles - Mechanical connections between towed and towing vehicles: Part 1 Dimensions of hitch-hooks (second revision)	IS 12362(Part 1):1993	31 August, 2007
11.	IS/ISO 13904:2005 Animal feeding stuffs - Determination of tryptophan content		31 October, 2007
12.	IS/ISO 14718:1998 Animal feeding stuffs - Determination of aflatoxin B <sub>1</sub> content of mixed feeding stuffs - Method using high-performance liquid chromatography		31 October, 2007
13.	IS/ISO 14902:2001 Animal feeding stuffs - Determination of trypsin inhibitor activity of soya products		31 October, 2007
14.	IS 14904:2007 Transport of livestock - Code of practice (first revision)	IS 4157(Part 1):1981, IS 4157(Part 2):1968 and IS 4157(Part 3):1983	30 September, 2007
15.	IS 15743:2007 Chlorpyrifos-methyl emulsifiable concentrate—Specification		30 June, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkatta Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

K.C.S. BISHT, Scientist E & Director (Food & Agri.)

नई दिल्ली, 17 दिसम्बर, 2007

का.आ. 3565.—भारतीय मानक ब्यूरो (प्रमाणन विनियम), 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधि सूचित करता है कि जिन लाईसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं : (अगस्त 2006 से जुलाई 2007 तक)

## अनुसूची

अगस्त 2006

क्रम संख्या	लाईसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाईसेंसधारी का नाम व पता	भारतीय मानक शीर्षक	भा. मा. संख्या	विभाग	स्थिति स्टेटस	वर्ष वैधता
1	2	3	4	5	6	7	8	9
1.	6594186	01-08-2006	वैजाक प्रोफाइल्स लिमिटेड रेडिपालेम पर्नमिटा, कर्नूल रोड, प्रकाशम डिस्ट्रिक्ट, आंगोल, आन्ध्र प्रदेश-523002	हाई स्ट्रेन्थ डीफोमर्ड स्टील बार्स एण्ड वायर्स फार कानक्रीट रीइन्फोर्समेन्ट	1786 : 85	सीइडी	परिचालित	07-08-07
2.	6595693	03-08-2006	राम टेलीकाम लिमिटेड भाग बी सर्वे नं. 45, मल्लापुर से बोडुप्पल रोड, बोडुप्पल हैदराबाद डि. आन्ध्र प्रदेश	पानी की आपूर्ति के लिए उच्च घनत्व वाले पॉलिएथिलिन पाइप	4984 : 95	सीइडी	परिचालित	09-08-07
3.	6594691	04-08-2006	आर. पी. एसोशिएट्स 12-456/5-2, श्री रागवेन्द्रा नारसरी रोड, एन.एच. 5, ताडेपल्ली विलेज एवं मंडल, कुंघनीपल्ली पोस्ट, गुंदूर, आन्ध्र प्रदेश-522507	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	08-08-07
4.	6593891	07-08-2006	भगीरथा अक्वा मिनरल वाटर, सर्वे नं. 400, नारायणारेडीपेटा नेल्लूरु रूरल मंडल, आन्ध्र प्रदेश	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	06-08-07
5.	6594489	08-08-2006	एस. बी. बिबरेजस प्लॉट नं. 98/3, फेस II, आई डी ए, चेरलापल्ली, हैदराबाद, आन्ध्र प्रदेश-500051	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	08-08-07
6.	6601056	11-08-2006	हर्षा इंजिनियर्स प्लॉट नं. 83 बी I, फेस I, आई डी ए, जीडीमेटल हैदराबाद, आन्ध्र प्रदेश	गहराई से पानी निकालने वाले हथबरे बाग 6 प्रयुक्त होने वाले पुर्जे और विशेष औजार विशिष्ट	15500 : 02	एमइडी	परिचालित	29-08-07
7.	6600862	14-08-2006	मरूथी सिरामिक्स हैच नं. 3-1-94/1, वस्वी नगर, सिरीसीला कारीमनगर, आन्ध्र प्रदेश-505301	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	14-08-07



1	2	3	4	5	6	7	8	9
8.	6596695	14-08-2006	स्वर्णा प्रोडक्ट्स 31-1, के. एन. रोड, पुचूरु, चित्तूरु डी, आन्ध्र प्रदेश-517583	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	16-08-07
9.	6596897	14-08-2006	श्री स्वर्णमुखी इन्डस्ट्रीज स्वर्णमुखी कृष्णमी मंगापती नायडू नगर, नायडुपेट-524126 मिस्तरू डी, आन्ध्र प्रदेश	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	17-08-07
10.	6598093	14-08-2006	होली मीटर्स इंडिया प्रा. लिमिटेड, 4-7-18/1, इ सी आई एल रोड, रागावेन्द्रानगर नाचाराय, हैदराबाद, आन्ध्र प्रदेश-500016	ए सी स्थैतिक गंटा मीटर वर्ग 1 और 2 विशिष्ट	13779 : 99	इटीडी	परिचालित	22-08-07
11.	6596493	14-08-2006	पानयम सीमेंट एवं मिनरल इन्डस्ट्रीज लिमिटेड बुगानापल्ली कर्नूल, सीमेंट नगर, आन्ध्र प्रदेश-518206	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269 : 87	सीईडी	परिचालित	13-08-07
12.	6597596	17-08-2006	तुलसी मिनरल वाटर हैच नं. 3-203/ए, एस एन पुरम, तिरुपती-501507 चित्तूरु, आन्ध्र प्रदेश	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	22-08-07
13.	6600458	21-08-2006	श्री तुलसी अक्वा टेक सर्वे नं. 4/6, पोतीरेडीपालेम, कोवुरु मंडल, नेल्लूरुडी, मेदक, आन्ध्र प्रदेश-524137	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	27-08-07
14.	6600559	21-08-2006	श्री ललिता प्युरिफाइड ड्रिंकिंग वाटर इन्डस्ट्रीज श्री साई नगर पोस्ट एवं मंडल, बेमुलवाडा, करीमनगर, आन्ध्र प्रदेश-505302	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	एफएडी	परिचालित	27-08-07
15.	6601965	25-8-2006	मिडफिल्ड स्प्रिंग्स प्रा. लिमिटेड प्लॉट नं. 6, फेज 4, एक्स्टेंसन आई डी ए, जीडीमेटला, हैदराबाद, आन्ध्र प्रदेश-55	अतप्त वेलिलत इस्पात पत्तियां (बक्सा बांधने वाले) विशिष्ट	5872 : 90	एमटीडी	परिचालित	30-08-07

New Delhi, the 17th December, 2007

**S. O. 3565.**— In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule : August 2006 to July 2007.

**SCHEDULE****DATE : 01-08-2007****AUGUST 2006**

S. No.	CML No.	Licensee Name and Address	GOL Date	IS No & Product	Validity	Division	Status	Remarks
1	2	3	4	5	6	7	8	9
1.	6594186	Vizag Profiles Limited Reddypalem, Parnamitta, Kurnool Road, Ongole, Prakasam Dist. Prakasam Ongole Andhra Pradesh-523002	01-08-2006	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	07-08-2007	CED	Operative	
2.	6595693	Ram Telecom Limited Part-B, Sy. No. 45 Mallaput to Boduppal Road Boduppal Rangareddi Hyderabad, Andhra Pradesh	03-08-2006	IS 4984 : 1995 High density polyethylene pipes for potable water supplies	09-08-2007	CED	Operative	
3.	6594691	R.P. Associates 12-456/5-2 Sri Raghavendra Nursery Road, N.H 5, Tadepally Village and Mandal Kunchanapalli Post - 522507 Guntur Kunchanapalli Andhra Pradesh-522507	04-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-08-2007	FAD	Operative	
4.	6593891	Bhagiradha Aqua Mineral Water S. No. 400, Narayanareddypeta Nellore Rural Mandal Nellore District Nellore Andhra Pradesh	07-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	06-08-2007	FAD	Operative	
5.	6594489	S.B. Beverages Ploy No.98/3 Phase II, IDA Cherlapally Hyderabad - 500 051 Rangareddi Hyderabad Andhra Pradesh-500051	08-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-08-2007	FAD	Operative	
6.	6601056	Harsha Engineers Plot No.83/B 1, Phase I IDA, Jeedimetla Hyderabad Andhra Pradesh 500055	11-08-2006	IS 15500 : Part 6 : 200 Deepwell hand- pumps, components and special tools-brass/ bronze components	29-08-2007	MED	Operative	

1	2	3	4	5	6	7	8	9
7.	6600862	Maruthi Ceramics H.No.3-1-94/1 Vasavi Nagar Sirsilla - 505 301 Karimnagar Sirsilla Andhra Pradesh-505301	14-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	28-08-2007	FAD	Operative	
8.	6596695	Swarna Products # 31-1, K.N. Road Puttur - 517583 Chittoor District Chittoor Puttur Andhra Pradesh-517583	14-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	16-08-2007	FAD	Operative	
9.	6596897	Sri Swamamukhi Industries Swarnamukhi Colony Mangapathi Naidu Nagar Nayudupet - 524 126 Nellore District Nellore Nayudupet Andhra Pradesh-524126	14-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-08-2007	FAD	Operative	
10.	6598093	Holley Meters India Pvt. Ltd 4-7-18/1, ECIL Road Ragavendra Nagar Nacharam Ranga Reddy District Rangareddi Hyderabad Andhra Pradesh -500076	14-08-2006	IS 13779 : 1999 Ac static watthdur meters, class 1 and 2	22-08-2007	ETD	Operative	
11.	6596493	PANYAM CEMENTS ANI MINERAL INDUSTRIES LIMITED Bugganapally Kurnool Cement Nagar Andhra Pradesh -518206	14-08-2006	IS 12269: 1987 53 grade ordinary portland cement	13-08-2007	CED	Operative	
12.	6597596	Tulasi Mineral Water H.No.3-203/A S. N. Puram Tirupathi - 517 507 Chittoor District Chittoor Tirupathi Andhra Pradesh 517507	17-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-08-2007	FAD	Operative	
13.	6600458	Sree Tulasi Aqua Tech Sy. No. 4/6 Pothireddypalem Village Kovur Mandal Nellore District-524 137 Medak Pothireddypalem Village Andhra Pradesh 524137	21-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	27-08-2007	FAD	Operative	
14.	6600559	Sri Lalitha Purified Drinking Water Industries Sri Sai Nagar Post & Manda Vemulawada -505 302 Karimnagar District Karimnagar Vemulawada Andhra Pradesh-505 302	21-08-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	27-08-2007	FAD	Operative	

1	2	3	4	5	6	7	8	9
15	6601965	Midfield Steels Pvt. Ltd. Plot No.6 Phase Iv Extn., IDA Jeedimetla Hyderabad - 500 055 Rangareddi Hyderabad Andhra Pradesh 500055	25-08-2006	IS 5872 : 1990 Cold rolled steel strips (box strappings)	30-08-2007	MTD	Operative	

## सितम्बर, 2006

क्रम संख्या	लाईसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाईसेंसधारी का नाम व पता	भारतीय मानक शीर्षक	भा मा संख्या	विभाग	स्थिति स्टेटस	वर्ष वैधता
1	2	3	4	5	6	7	8	9
1.	6609981	20-09-2006	सुराणा टेलिकाम लिमिटेड प्लॉट नं : 214, 215, 212/3 एवं 4, फेस-II, आइ डी ए, चेरलापल्ली, हैदराबाद, आ. प्र.-500051	शिरोपरि प्रेषण प्रयोजन के लिए एल्यूमिनियम चालक विशिष्ट	398 भाग 2: 96	इटीडी	परिचालित	25-09-2007
2.	6608575	12-09-2006	रागावेन्द्रा इंडस्ट्रीस यूनिट 2 प्लॉट नं : 34, सर्वे नं : 125, रोड नं : 1 आइ डी ए, माल्लापूर, रंगारेड्डी, हैदराबाद, आ. प्र.-500076	1100 वाल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधन केबल	694: 90	इटीडी	परिचालित	20-09-2007
3.	6603969	05-09-2006	खान महम्मद डाईमेंड्स एवं ज्वेल्लर्स प्रा. लिमिटेड डोर नं : 5-37-36, दूसरी मंजिल, श्रीनीवसम 4 लेण, 2 क्रास रोड, ब्राडिपेट, गुदूरु, आ. प्र. 522002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित	07-09-2009
4.	6611362	26-09-2006	एम. भजरंग लालसन्स जेम्स एवं ज्वेल्लर्स 5-9-338 से 341 आपोजीट महबूबीया कालेज गनफोन्डी, हैदराबाद आ. प्र. 500 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित	02-10-2007
5.	6603464	05-09-2006	आर एस ज्वेल्लर्स 4-1-372 से 374, 382, 383 ओपीपी : जी पी ओ, अबीड हैदराबाद 500001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित	06-09-2009
6.	6603767	05-09-2006	कान्ती ज्वेल्लर्स 7-2-720 पोर्ट मर्केट, सिकन्दराबाद, आ. प्र.- 500001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित	07-09-2009

1	2	3	4	5	6	7	8	9
7.	6604163	05-09-2006	लक्ष्मी ज्वेल्लर्स सी-4, मयूर कामप्लेक्स अबिड, हैदराबाद	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी परिचालित	07-09-2009	
8.	6604769	05-09-2006	डेक्कन ज्वेल्लर्स प्रा लिमिटेड 27-16-65, के बी एन कॉम्प्लेक्स बेसन्ट रोड, नीयर एल आई सी दफ्तर, विजयवाडा-530002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी परिचालित	07-09-2009	
9.	6603666	04-09-2006	हेमाद्री सीमेंट लिमिटेड वेदाद्री विलेज, जगायापेट मंडल, कृष्णा डी, आ. प्र.-521175	पोर्टलैंड पोजोलाना सीमेंट भाग I प्लाई एश आधारित	1489: भाग I: 91	सीइडी परिचालित	06-09-2009	
10.	6610764	20-09-2006	किरती इंडस्ट्रीस लि. हैदराबाद फेलेक्सटेक लि., प्लाट नं : 40 आइ डी ए, बालानगर, हैदराबाद आ. प्र.-500037	पोर्टलैंड पोजोलाना सीमेंट भाग I प्लाई एश आधारित	1489: भाग I: 91	सीइडी परिचालित	02-10-2007	
11.	6607775	11-09-2006	कोरमन्डल सीमेंट लिमिटेड 6-3-652/सी/ए प्लाट नं : 5ए, कौटिल्या आमृता एस्टेट मेडीनोवा के बगल में, सोभाजीगुडा, हैदराबाद, आ. प्र.-518206	पोर्टलैंड पोजोलाना सीमेंट भाग I प्लाई एश आधारित	1489: 89 भाग I	सीइडी परिचालित	18-09-2007	
12.	6610057	20-09-2006	सुराणा टेलीकाम लिमिटेड प्लाट नं : 214, 215, 212/3 (हेवी ड्यूटी) एवं 4, फेस-II, आइ डी ए, चेरलापल्ली, हैदराबाद आ. प्र.-500001	पी वी सी इन्सुलेटड (हेवी ड्यूटी) एलक्ट्रिक केबुल्स थग वर्किंग वोल्टेज तक की कार्यकारी वोल्टेज के लिए	1554: भाग I : 88	इटीडी परिचालित	25-09-2007	
13.	6603868	05-09-2006	खान महम्मद डाईमेंड्स एवं ज्वेल्लर्स प्रा. लिमिटेड डोर नं : 5-37-36, दूसरी मंजिल, श्रीनीवसम 4 लेण, 2 क्रास रोड, ब्राडिपेट, गुरुद, आ. प्र.-522002	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन विशिष्ट	2112: 03	एमटीडी परिचालित	07-09-2009	
14.	6610158	20-09-2006	श्री शुभम ज्वेल्लर्स दुकान नं : 5-37/ए, तारा नगर, लिंगमपल्ली, हैदराबाद आ. प्र.-500019	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन विशिष्ट	2112: 03	एमटीडी परिचालित	26-09-2007	
15.	6604062	05-09-2006	डेक्कन ज्वेल्लर्स प्रा लिमिटेड 27-16-65, के बी एन कॉम्प्लेक्स, बेसन्ट रोड, नीयर एल आई सी दफ्तर, विजयवाडा-522002	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन विशिष्ट	2112: 03	एमटीडी परिचालित	07-09-2009	

1	2	3	4	5	6	7	8	9
16.	6605771	05-09-2006	सुराणा टेलीकाम लिमिटेड प्लॉट नं : 214, 215, 212/3 एवं 4 फेस-II, आई डी ए, चेरलपल्ली, हैदराबाद आ. प्र.-500051	क्रास लिक्डपॉलिइथीलेन 7098 : 88 इसुलेटड पी बी सी शीयड केबल्स 1100 वोल्ट तक की कार्यकारी वोल्टता भाग I		इटीडी	परिचालित	12-09-2007
17.	6608070	11-09-2006	पनयम सीमेंट एवं मिनरल इंडस्ट्रीस लिमिटेड भुगान्नापल्ली, चर्नूल सीमेंट नगर, आ. प्र.-518206	43 ग्रेड वो पी सी	8112 : 1989	सीइडी	परिचालित	19-09-2007
18.	6603565	04-09-2006	हेमाद्री सीमेंट लिमिटेड वेदाद्री विलेज, ज्वायापेट मंडल, कृष्णा डि, आ. प्र.-521175	53 ग्रेड साधारण पोर्टलैंड सीमेंट	12269 : 87	सीइडी	परिचालित	06-09-2007
19.	6608272	14-09-2006	एस एस वि प्रिकास्ट इंडस्ट्रीस 4/8-बी, आईडीए, नाचारम उप्पल मंडल, रंगा रेड्डि हैदराबाद, आ. प्र.-500076	पूर्व ढलित कंक्रीट मैनहोल के ढक्कन व फ्रेम विशिष्ट	12592 : 02	सीइडी	परिचालित	19-09-2007
20.	6605064	01-09-2006	फोटान एनर्जि सिस्टम्स लिमिटेड प्लॉट नं : 46, अनरिच इन्डस्ट्रीयल एस्टेट, आई डी ए बोलारम, आ. प्र.-502325	सौर सपाट पट्टिका संग्राहक विशिष्ट	12933 भाग 1 : 2000	एमइडी	परिचालित	10-09-2007
21.	6610663	15-09-2006	कुमार एन्टरप्राइजेस इ-10, कट्टेडॉन इंडस्ट्रीयल एस्टेट, आर आर जिल्ला, आ. प्र.-500077	सिंचाई उत्सर्ज की पाइप पद्धतियाँ विशिष्ट	13488:92	एफएडी	परिचालित	02-10-2007
22.	6615976	22-09-2006	अधूरा मीटर्स प्रा लि. हैच नं., 6-59 59/1 एवं 60, प्लॉट नं : 3, 1 एवं 2 फ्लोर, आपोजिट आई डी पी एल फैक्टरी गेट लेण, बालानगर, हैदराबाद, आ. प्र.-500037	ए सी स्थैतिक गंठा मीटर वर्ग 1 और 2 विशिष्ट	13779: 99	इ टी डी	परिचालित	17-10-2007
23.	6605367	11-09-2006	परफेक्ट आग्रो प्राइवेट्स प्लॉट नं : 4बी, ब्लॉक नं: 4 आटोनगर, हैदराबाद-500062	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी	परिचालित	12-09-2007
24.	6605468	05-09-2006	श्री रेणुका बिबरेजस इंडस्ट्रीस प्लॉट नं : 3-28, जमीचेड विलेज गदवाल मंडल, महबूबनगर, आ. प्र.-509125	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी	परिचालित	12-09-2007

1	2	3	4	5	6	7	8	9
25.	6605872	11-09-2006	अन्नामय्या इंडस्ट्रीस केर आफ साई ज्वेल्लर्स नीयर प्रकाशम स्ट्राचु, गांधी रोड, ऑगोल, आ. प्र. 523001	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी परिचालित		12-09-2007
26.	6607068	07-09-2006	एस आर इंडस्ट्रीस डोर नं. : 3-36, मूलागुनंद, सिगरयकोन्ड, प्रकाशम, आ. प्र.	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी परिचालित		14-09-2007
27.	6607169	12-09-2006	श्री मस्तान बाबा फुंड अंड. बिवरेजस 15-9-81, 7 लेण, विनोबा नगर, गुदूरु, आ. प्र. 522004	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी परिचालित		14-09-2007
28.	6610259	25-09-2006	भास्करा इंडस्ट्रीस सर्वे नं: 79/2बी, गुन्डलापल्ली विलेज, ऑगोल 523211 आ. प्र.	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी परिचालित		26-09-2007
29.	6608474	11-09-2006	इन्द्रकीलार्डी बिवरेजस डोर नं: 15-78, एम पी रोड, गोल्लापुडी, विजयवाडा, कृष्णा, आ. प्र.-521225	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी परिचालित		20-09-2007
30.	6607977	11-09-2006	चिनयका बिवरेजस सर्वे नं:171, प्लाट नं:15 एवं 16, आमीनपूर, पटनचेरुवु, मेदक, आ. प्र.	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	एफएडी परिचालित		18-09-2007
31.	6607876	05-09-2006	हर्षा इंजनीयर्स प्लाट नं : 83बी 1, फेस 1, आइडीए जीडीमेटला हैदराबाद 500055	गहराई से पानी निकालने वाले हथबरमे प्रयुक्त होने वाले पुर्जे अर विशेष औजार विशिष्ट	15500: 04 भाग 4	एमडी परिचालित		18-09-2007

## SEPTEMBER 2006

S. No.	CML No	Licensee Name and Address	GOL Date	IS No & Product	Validity	Division	Status	Remarks
1	2	3	4	5	6	7	8	9
1.	6609981	Surana Telecom Limited Plot No.214, 215,212/3&4 Phase-II, IDA Cherlapally Rangareddi Hyderabad Andhra Pradesh 500051	20-09-2006	IS 398: Part 2: 1996 Aluminium conduc- tors for overhead transmission purposes: part 2 aluminium conductors, galvanized steel rein- forced	15-09-2008	ETD	Operative	
2.	6603575	Raghavendra Industries - Unit-II Plot No.34, Sy.No.125, Road No.1, IDA, Mallapur, Rangareddi Hyderabad Andhra Pradesh 500076	12-09-2006	IS 694: 1990 Pvc insulated cables for working voltages upto and including 1100 v	20-09-2007	ETD	Operative	

1	2	3	4	5	6	7	8	9
3.	6603969	Khan Mohammed Diamonds and Jewellers (P) Ltd D.No.5-37-36, 2nd Floor Srinivasam, 4th Lane 2nd Cross Road, Brodipet, Guntur, Andhra Pradesh- 522002	05-09-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	07-09-2009	MTD	Operative	
4.	6611362	M. Bajrang Lal Sons Gems & Jewels 5-9-338 to 341, Opp: Mahabooobia College, Hyderabad, Gunfoundry, Andhra Pradesh-500001	26-09-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	02-10-2009	MTD	Operative	
5.	6603464	R. S. Jewellers 4-1-372 to 374,382,383 Opp : GPO Abids, Hyderabad, Andhra Pradesh-500001	05-09-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking -	06-09-2009	MTD	Operative	
6.	6603767	Kanti Jewellers 7-2-720 Pot Market, Hyderabad Secunderabad, Andhra Pradesh -500003	05-09-2006	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	07-09-2009	MTD	Operative	
7.	6604163	Lakshmi Jewellers C-4, Mayur Kushal Complex, Gunfoundry, Abids Hyderabad Andhra Pradesh	05-09-2006	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	07-09-2009	MTD	Operative	
8.	6604769	Deccan Jewellers Pvt. Ltd. 27-16-65, KBN Complex Besant Road, Near LIC Office, Krishna, Vijayawada, Andhra Pradesh-520002	05-09-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	07-09-2009	MTD	Operative	
9.	6603666	Hemadri Cements Limited Vedadri Village, Jaggayyapet Mandal-521175 Krishna District Krishna, Jaggayyapet Mandal, Andhra Pradesh-521175	04-09-2006	IS 1489 : Part 1 : 1991 Portland Pozzolana cement part 1 flyash based	31-08-2008	CED	Operative	
10.	6610764	Keerthi Industries Ltd., C/o Hyderabad Flextech Ltd., Plot NoAO, IDA, Balanagar Hyderabad-500037 Hyderabad, Andhra Pradesh-500082	20-09-2006	IS 1489: Part 1 : 1991 Portland Pozzolana cement part 1 flyash based	30-09-2009	CED	Operative	
11.	6607775	Ckoramaandel Cements Limited 6-3-652/C/A Flat No. 5A, Koutilya Amritha Estates Beside Medinova Somajiguda Hyderabad, Andhra Pradesh-500082	11-09-2006	IS 1489 : Part 1 : 1991 Portland Pozzolana cement part 1 flyash based	15-09-2008	CED	Operative	



1	2	3	4	5	6	7	8	9
12.	6610057	Surana Telecom Limited, Plot No.214, 215/212/3&4 Phase-II, IDA, Cherlapally Rangareddi, Hyderabad, Andhra Pradesh-500051	20-09-2006	IS 1554 : Part I : 1988 PVC insulated (heavy duty) electric cables: part 1 for working voltages upto and including 1100 V	15-09-2008	ETD	Operative	
13.	6603868	Khan Mohammed Diamonds and Jewellers (P) Ltd., D.No.5-37-36, 2nd Floor, Srinivasam, 4th Lane, 2nd Cross Road, Brodipet, Guntur, Andhra Pradesh- 522002	05-09-2006	IS 2112 : 2003 Silver and silver alloys, jewellery/artefacts - fineness and marking	07-09-2009	MTD	Operative	
14.	6610158	Shree Shubham Jewellers Shop No.5-37/A, Tara Nagar, Lingampalli, Hyderabad, Hyderabad, Andhra Pradesh- 500019	20-09-2006	IS 2112 : 2003 Silver and silver alloys, jewellery/artefacts - fineness and marking	26-09-2007	MTD	Operative	
15.	6604062	Deccan Jewellers Pvt. Ltd., 27-16-65, KBN Complex, Besant Road, Near LIC Office, Krishna Vijayawada, Andhra Pradesh-520002	05-09-2006	IS 2112 : 2003 Silver and silver alloys, jewellery/artefacts - fineness and marking	07-09-2009	MTD	Operative	
16.	6605771	Surana Telecom Limited, Plot No.214, 215,212/3&4 Phase-II, IDA, Cherlapally, Rangareddi, Hyderabad, Andhra Pradesh-500051	05-09-2006	IS 7098 : Part I : 1988 Crosslinked polye- thylene insulated PVC sheathed cables: part 1 for working voltage upto and including 1100 V	31-08-2008	ETD	Operative	
17.	6608070	Panyam Cements and Mineral Industries Limited, Bugganapally, Kumool, Cement Nagar, Andhra Pradesh-518206	11-09-2006	IS 8112 : 1989 43 grade ordinary portland cement	15-09-2008	CED	Operative	
18.	6603565	Hemadri Cements Ltd., Vedadri Village, Jaggayyapet Mandal, Krishna District, Jaggayyapet, Andhra Pradesh	04-09-2006	IS 12269: 1987 53 grade ordinary portland cement	31-08-2008	CED	Operative	
19.	6608272	S S V Precast Industries 4/8-B, IDA, Nacharam Uppal Mandal, Rangareddi, Hyderabad, Andhra Pradesh-500076	14-09-2006	IS 12592 : 2002 Precast concrete manhole cover and frame -	15-09-2008	CED	Operative	
20.	6605064	Photon Energy Systems Limited, Plot No. 46, Anrich Industrial Estate, IDA, Bollaram, Medak, Bollaram, Andhra Pradesh- 502325	01-09-2006	IS 12933 : Part I : 2000 Solar flat plate collector - : part 1 requirement	31-08-2008	MED	Operative	

1	2	3	4	5	6	7	8	9
21.	6610663	Kumar Enterprises E-10, Kattedan Indl.Estate Rangareddi, R.R. District Andhra Pradesh-500077	15-09-2006	IS 13488 : 1992 Emitting pipes system	30-09-2008	FAD	Operative	
22.	6615976	Adura Meters Pvt. Ltd. H.No.6-59, 59/1 & 60 Plot No.3, 1st & 2nd Floor Opp. IDPL Factory Gate Lane, Balanagar Hyderabad - 500 037 Rangareddi, Hyderabad Andhra Pradesh-500 037	22-09-2006	IS 13779: 1999 Ac static watthour meters, class 1 and 2	17-10-2007	ETD	Operative	
23.	6605367	Perfect Agro Products Plot No.4B, Block No.4 Autonagar Hyderabad - 500 070 Rangareddi, Hyderabad Andhra Pradesh-500 070	11-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	12-09-2007	FAD	Deferred	
24.	6605468	Sree Renuka Beverages Industries Plot No.3-28 Jamiched Village 509 125 Gadwal Mandal Mahaboobnagar District Mahabubnagar Jamiched Village Andhra Pradesh-509 125	05-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	12-09-2007	FAD	Operative	
25.	6605872	Annamayya Industries C/o Sai Jewellery Near Prakasam Statue Gandhi Road Ongole - 523 001 Prakasam District Prakasam, Ongole Andhra Pradesh-523001	11-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	12-09-2007	FAD	Operative	
26.	6607068	S.R. Industries Door No. 3-36 Mulaguntapadu Village Singarayakonda Prakasam District Prakasam, Singarayakonda Andhra Pradesh	07-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-09-2007	FAD	Cancelled	
27.	6607169	Sri Mastan Baba Food and Beverages 15-9-81, 7th Lane Vinobha Nagar Guntur - 522 004 Guntur, Andhra Pradesh 522 004	12-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	31-08-2008	FAD	Operative	
28.	6610259	Bhaskar Industries Sy.No.79/2B Gundlapalli Village Ongole - 523 211 Maddipadu Mandal Prakasam District Prakasam, Ongole Andhra Pradesh-523 211	25-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	26-09-2007	FAD	Operative	

1	2	3	4	5	6	7	8	9
29.	6608474	Indrakiladri Beverages D.No.15-78, M.P Road Gollapudi Village Vijayawada - 521 225 Krishna, Vijayawada Andhra Pradesh-521 225	11-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water) -	20-09-2007	FAD	Deferred	
30.	6607977	Vinayaka Beverages Sy. No.171, Plot No.15 & 16 Ameenpur Village Patancheru Mandal Medak District-Medak Ameenpur Village Andhra Pradesh	11-09-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water) -	15-09-2008	FAD	Operative	
31.	6607876	Harsha Engineers Plot No.83/B1, Phase I IDA, Jeedimetla Hyderabad Andhra Pradesh 500 055	05-09-2006	IS 15500: Part 4: 200 Deepwell handpumps, components and special tools- steel components	18-09-2007	MED	Deferred	

## अक्तूबर, 2006

क्रम संख्या	लाईसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाईसेंसधारी का नाम व पता	भारतीय मानक शीर्षक भ.1 मा. संख्या	वर्ष वैधता	विभाग	स्थिति	स्टेटस
1	2	3	4	5	6	7	8	9
1.	6613568	2006-10-03	मिश्रा फुड प्रोडक्ट्स डि. नं. 24/1/1223, बशीर नगर, कलेक्टर बंगला के सामने, दर्गामिट, नेल्लूर	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543 04	2007-10-08	एफएडी	प्रचालित
2.	6613669	2006-10-03	तिरुमला मिनरल्स सर्वे नं. 220/1ए, प्लॉट नं. 12, तिमनयुडु पार्लेम विलेज तिरुपति अर्बन, चित्तूर डि, आन्ध्र प्रदेश	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543 04	2007-10-10	एफएडी	प्रचालित
3.	6613467	2006-10-04	एस पी एम टेलिकाम प्लॉट नं. 136/2, फेस II आईडीए, चेरलपल्ली आरआरडी-500 051 (आ. प्र.)	पीवीसी इन्सुलेटड (हेवी ड्यूटी इलेक्ट्रिक केबुल्स भाग I वकैंग वोल्टेज तक की कार्य- कारी वोल्टेज के लिए	1554 भाग 1: 1998	2007-10-08	ईटीडी	प्रचालित
4.	6612768	2007-10-04	होली मीटर्स इंडिया प्रा. लि. 4-7-18/1ए, ईसीएएल रोड, राधवेन्द्र नगर, नाचाराम रंगारेड्डी, हैदराबाद आन्ध्र प्रदेश-500 076	ऐसी वाट अवर मीटर, क्लास 0.5, 1 एण्ड 2 2002	13010:	2007-10-04	ईटीडी	प्रचालित
5.	6615673	2006-10-09	शोबना आक्वा इंडस्ट्रीस एच नं. 3-99/1, टेलिफोन एक्सचेंज के सामने मोईनाबाद विलेज एण्ड मंडल, रंगारेड्डी तालुक, आन्ध्र प्रदेश	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	2007-10-16	एफएडी	प्रचालित

1	2	3	4	5	6	7	8	9
6.	6613770	20-06-1010	श्री रोजा प्यूरीफाईड ड्रिंकिंग वाटर हनुमतगिरि, जम्मलमडुगु मंडल, कडुपा डिस्ट्रिक्ट, आन्ध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	2007-10-10	एफएडी	प्रचालित
7.	6614469	2006-10-11	आक्वा भवानी प्यूर अंड हेल्ली ड्रिंकिंग वाटर 5-54, बंजारा कालोनी, कर्नूल, आन्ध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543: 04	2007-10-11	एफएडी	प्रचालित
8.	6617071	2006-10-18	आर एस ज्वेलर्स 6-3-789, पावनी फ्रेस्टेज, अमीरपेट, हैदराबाद, आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-22	एमटीडी	प्रचालित
9.	6616877	2006-10-19	श्री रंका ज्वेलर्स 7/2-763, पाट मार्केट, सिकंदराबाद-500003 आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-19	एमटीडी	प्रचालित
10.	6616978	2006-10-19	बालाजो ज्वेलर्स 5-8-554 एवं 555 आबिद रोड, हैदराबाद, आन्ध्र प्रदेश-500001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-19	एमटीडी	प्रचालित
11.	6616776	2006-10-20	हेमार्दि सिमेंट्स लिमिटेड प्लाट नं. 509, पाँचवी मंजिल पंजागुट्ट, हैदराबाद, आन्ध्र प्रदेश-500082	43 ग्रेड साधारण पोर्टलैंड सिमेंट	8112: 89	2007-10-19	सीईडी	प्रचालित
12.	6618679	2006-10-23	हर्ष प्लास्टिक्स सर्बे नं. 182, गगनपाहाड विलेज, बोल्ल कर्नूल रोड, रेलवे गेट के पास, रंगारेड्डी आन्ध्र प्रदेश-501323	अंग्रेजी टट्टियों तथा डालयों के लिए प्लास्टिक की प्रधवना टंकियों विशिष्टि	7231: 94	2007-10-26	सीईडी	प्रचालित
13.	6624068	2006-10-23	मानकसिया लिमिटेड पेपर पेकेजिंग विभाग प्लाट नं. 45-सी, फेस I, आईडीए, जिडिमेटला हैदराबाद-500055 अ.प्र.	जनरल रिक्वैरमेंट्स फार पैकेजिंग आफ एक्सप्लोसिव भाग 1: कमर्शियल हाई एक्सप्लोसिव	10212: भाग I : 1986	2007-11-15	सीएचडी	प्रचालित
14.	6617879	2006-10-23	जे पी ज्वेलरी 18-19, बाजार स्ट्रीट, हैदराबाद, आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-25	एमटीडी	प्रचालित
15.	6617980	2006-10-23	लालचंद हस्तिमल ज्वेलर्स पोर्ट मार्केट (मोड के पास) सिकंदराबाद, हैदराबाद	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-25	एमटीडी	प्रचालित

1	2	3	4	5	6	7	8	9
16.	66168073	2006-10-23	सुरजभान ज्वेलरी एण्ड एक्सपोर्टर्स 3-6-2/1, लिबर्टी रोड, हिमायतनगर, हैदराबाद, आन्ध्र प्रदेश-500029	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-25	एमटीडी	प्रचालित
17.	6618174	2006-10-23	तिरुमला ज्वेलर्स 5-8-582, आबिड रोड, हैदराबाद आन्ध्र प्रदेश-500001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-25	एमटीडी	प्रचालित
18.	6619580	2006-10-23	वैभव ज्वेलर्स 7ए-9-21/1, मेडन बाजार, वेस्ट गोदावरी, एलूरु आन्ध्र प्रदेश-534001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417: 99	2009-10-31	एमटीडी विशाखापटनम कार्यालय को बदली हो गया।	प्रचालित
19.	6618265	2006-10-23	बालाजी वाटर वर्क्स 13-94, गोपाल नगर, कोतपेट पी ओ चीराला-523155 प्रकासम तालुक आन्ध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543 : 04	2007-10-25	एफएडी	प्रचालित

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S. No.	CML No.	Licensee Name and Address	GOL Date	IS No. & Product	Validity	Division	Status	Remarks
1	2	3	4	5	6	7	8	9
1.	6613568	Misba Food Products D. No. 24/1/1223, Basheer Nagar, Near Collector Bungalow Nellore, Nellore Dargamitta Nellore Andhra Pradesh	03-10-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-10-2007	FAD	Operative	
2.	6613669	Tirumala Minerals Sy. No. 220/1, Plot No.12 Timminaidupalem Village Tirupati Urban Chittoor District Chittoor Timminaidupalem Village Andhra Pradesh	03-10-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	10-10-2007	FAD	Operative	
3.	6613467	S P M TELECOM Plot No. 136/2, Phase-II IDA, Cherlappaly, Rangareddi, Hyderabad Andhra Pradesh, 500051	04-10-2006	IS 1554: Part I:1988 PVC insulated (heavy duty) electric cables: Part 1 for working voltages upto and including 1100 v	08-10-2007	ETD	Operative	
4.	6612768	Holley Meters India Pvt. Ltd. 4-7-18/1, ECIL Road, Ragavendra Nagar, Nacharam, Rangareddi Hyderabad Andhra Pradesh, 500076	04-10-2006	IS 13010 : 2002 Ac watt-hour meters, class 0.5, 1 and 2 -	04-10-2007	ETD	Operative	

1	2	3	4	5	6	7	8	9
5.	6615673	Shobana Aqua Industries H. No.3-99/1 Opp. Telephone Exchange Moinabad Village & Mandal Ranga Reddy District Rangareddi, Moinabad, Andhra Pradesh	09-10-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	16-10-2007	FAD	Operative	
6.	6613770	Sri Roja Purified Drinking Water Hanmathgiri Jammalamadugu Mandal Cuddapah District Cuddapah, Jammalamadugu, Andhra Pradesh	10-10-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	10-10-2007	FAD	Operative	
7.	6614469	Aqua Bhavani Pure & Healthy Drinking Water #5-54 Banjara Colony, Kurnool, Kurnool Mandal, Kurnool District, Kurnool, Andhra Pradesh	11-10-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	11-10-2007	FAD	Operative	
8.	6617071	R.S. Jewellers 6-3-789 Pavani Prestige Ameerpet, Hyderabad, Andhra Pradesh	18-10-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	22-10-2009	MTD	Operative	
9.	6616877	Sri Ranka Jewellers 7-2-763, Pot Market, Hyderabad, Secunderabad, Andhra Pradesh-500003	19-10-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	19-10-2009	MTD	Operative	
10.	6616978	Balaji Jewellery 5-8-554 & 555 Abid Road, Hyderabad, Andhra Pradesh-500001	19-10-2006	IS 1417 : 1999 Gold and gold alloys, jewellery /artefacts - fineness and marking	19-10-2009	MTD	Operative	
11.	6616776	Hemadri Cements Ltd. Model House Plot No. 509, 5th Floor, Panjagutta Hyderabad-500082 Hyderabad, Andhra Pradesh-500082	20-10-2006	IS 8112 : 1989 43 grade ordinary portland cement	19-10-2007	CED	Operative	
12.	6618679	Harsh Plastics SY. No. 182, Gaganpahad Village, Old Kurnool Road, Near Railway Gate, Rangareddi, Gaganpahad Village, Andhra Pradesh-501323	23-10-2006	IS 7231 : 1994 Plastic flushing cisterns for water closets and urinals	26-10-2007	CED	Operative	
13.	6624068	Manaksia Limited Div : Paper Packaging, Plot No. 45-C, Phase-I, IDA Hyderabad, Jeedimetla, Andhra Pradesh-500055	23-10-2006	IS 10212 : Part 1 : 198 General requirements for packages of explosives: part 1 commercial high explosives	15-11-2007	CHD	Operative	

1	2	3	4	5	6	7	8	9
14	6617879	J.P. Jewellery 18-19, Bazar Street, Hyderabad, Andhra Pradesh	23-10-2006	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	25-10-2009	MTD	Operative	
15	6617980	Lalchand Hastimal Jewellers; 7-2-765/66 Pot Market(Near Monda) Hyderabad, Secunderabad Andhra Pradesh-500003	23-10-2006	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	25-10-2009	MTD	Operative	
16	6618073	Suraj Bhan Jewellery & Exporters 3-6-2/1, Liberty Road, Himayatnagar, Hyderabad, Andhra Pradesh-500029	23-10-2006	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	25-10-2009	MTD	Operative	
17	6618174	Tirumala Jewellers 5-8-582, Abid Road Hyderabad, Andhra Pradesh-500001	23-10-2006	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	25-10-2009	MTD	Operative	
18	6619580	Valbhav Jewellers 7A-9-21/1, Main Bazar West Godavari, Eluru Andhra Pradesh-534001	23-10-2006	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts - fineness and marking	31-10-2007	MTD	Transferred	Transferred
19	6618275	Balaji Water Works 13-94, Gopal Nagar Kothapet P.O Chirala - 523 155 Prakasam District Prakasam, Chirala Andhra Pradesh-523155	23-10-2006	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	25-10-2007	FAD	Operative	

## अनुसूची

नवम्बर, 2006

क्रम संख्या	लाईसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाईसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	वर्ष संख्या	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6623066	09-11-2006	श्री विमला ज्वेलरी मार्ट बाजार स्ट्रीट चित्तूर, पुत्तूर, आन्ध्र प्रदेश-517583	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	12-11-2009	एमटीडी	परिचालित
2.	6630568	14-11-2006	स्पेसिफिक लेबोरेटरीस प्रा. लिमिटेड 1-20-248, उमजेय कॉम्प्लेक्स, रसूलपुरा, सिकंदराबाद-500003 आ.प्र.	डी ओडोरैसिंग कम डिसिफिकटेड फ्लाइड्स	10758 : 1983	05-12-2007	सीएचडी	परिचालित
3.	6623975	16-11-2006	आर के ज्वेलर्स 12-2-122, निम्मकायला स्ट्रीट, चित्तूर तिरुपती, आन्ध्र प्रदेश-517501	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	15-11-2009	एमटीडी	परिचालित

1	2	3	4	5	6	7	8	9
4.	6624169	16-11-2006	सूरजभान बाबुलाल एण्ड को. ज्वेलर्स 59-29/12 और 13, बशीरबाग, हैदराबाद आन्ध्र प्रदेश-500063	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	16-11-2009	एमटीडी	परिचालित
5.	6624573	17-11-2006	ओम साई ज्वेलर्स दुकान नं. 1, हाउस नं. 7-45 कोनार्क तियेटर लेन, दिलशुकनगर, हैदराबाद-500060. (अ.प्र.)	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
6.	6624674	17-11-2006	श्री श्रीनिवासा ज्वेलर्स दुकान नं. 5-39 तारानगर, लिंगमपल्ली पोस्ट, सेरीलिंगमपल्ली मुनीसीपालिटी, आर.आर.डी-500019	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
7.	6624775	17-11-2006	रवी ज्वेलरी कंपनी दुकान नं. 9, ऐएमसी कामप्लेक्स, राजागोपालाचारी स्ट्रीट गवरनरपेट, विजयवाडा क्रिष्ण, आ. प्र.-500002	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
8.	6624876	17-11-2006	जे सी ब्रदर्स ज्वेलर्स 6-3-80, जैनाब कमरशीयल कामप्लेक्स, मेनरोड, अमीरपेट, हैदराबाद, आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	22-10-2009	एमटीडी	परिचालित
9.	6624977	17-11-2006	जे आर ज्वेलर्स दुकान नं. 18, विजया कमरशीयल कामप्लेक्स, जेडी हास्पिटल रोड, गवरनरपेट, विजयवाडा, क्रिष्ण, आ. प्र.-500002	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-10-2009	एमटीडी	परिचालित
10.	6625070	17-11-2006	प्रेमराज शांतीलाल जैन ज्वेलर्स 7-2-714 अंड 7-2-773/3 जी पाट मारकेट, सिकिदराबाद, आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
11.	6625171	17-11-2006	एल बजरंगप्रसाद ज्वेलर्स दुकान नं. 7, 8, 9 और 10 बाबूखान एस्टेट बशीरबाग, हैदराबाद-500001 आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
12.	6625272	17-11-2006	प्रिन्स ज्वेलर्स 5/10, एम जी स्ट्रीट चित्तूर, श्रीकालहस्थी आन्ध्र प्रदेश-517644	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित



1	2	3	4	5	6	7	8	9
13.	6625474	17-11-2006	जे सी ब्रदर्स ज्वेलर्स 16-11-515/ए/1 अंड 2 मेनरोड, दिलसुक्रनगर हैदराबाद-500036 आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
14.	6625575	17-11-2006	श्री एस के ज्वेलर्स 27-14-17 राजागोपालाचारी स्ट्रीट, गवरनरपेट, विजयवाड़ा, क्रिष्ण, आ. प्र.-520002	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
15.	6625676	17-11-2006	बंबे गोल्ड शापी डि नं. 24-14-70, दत्तात्रेया कामप्लेक्स, राजागोपालाचारी स्ट्रीट गवरनरपेट, विजयवाड़ा, क्रिष्ण, आ. प्र.-500002	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	19-11-2009	एमटीडी	परिचालित
16.	6625373	17-11-2006	सुरजभान बाबुलाल एण्ड कं. ज्वेलर्स 59-29/12 और 13, हैदराबाद-500053 अ.प्र.	रजित एवं रजित मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	2212 : 2003	25-10-2009	एमटीडी	परिचालित
17.	6627680	22-11-2006	पान्यम सिमेंट एण्ड मिनरल इंडस्ट्रीस लिमिटेड बुगानापल्ली सिमेंटनगर कर्नूल हैदराबाद-518206 अ.प्र.	पोर्टलैंड पोजलोना सिमेंट भाग 1 प्लेयाब बैट्स	1489 (Pt I: 91)	23-11-2007	सीईडी	परिचालित
18.	6627781	27-11-2006	मै. शालीनी स्टीस प्रा. लि. प्लॉट नं. 164, 164/ए, 165 और 166, श्री वेंकटरवरा को. अ. इंडस्ट्रीयल एस्टेट मयियापूर, बोल्लोसिम मेदक डि.-502325 अ.प्र.	कंक्रीट प्रबलन हेतु इस्पात के विकृत सरिये, उच्च सामर्थ्य की विशिष्टि	1786 :1985	26-11-2007	सीईडी	परिचालित
19.	6630063	30-11-2006	श्री बालाजी ज्वेलर्स सी पी रेड्डी कांप्लेक्स चौरास्ता, वरंगल, हनुमकंडा-506002 अ.प्र.	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	04-12-2009	एमटीडी	परिचालित
20.	6630164	30-11-2006	एम. बजरंगलाल सन्स ज्वेलर्स मकान नं 5-9-279 दुकान नं सी 3 और 5 मयूरकुशल शापिंग कांप्लेक्स, गनफौंड्री हैदराबाद-500001 अ.प्र.	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	04-12-2009	एमटीडी	परिचालित
21.	6630265	30-11-2006	श्रीराम ज्वेलरी 4-1-857, आबिडरोड हैदराबाद-500001 अ.प्र.	स्वर्ण एवं स्वर्ण मिश्र- धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	04-12-2009	एमटीडी	परिचालित

1	2	3	4	5	6	7	8	9
22.	6631873	30-11-2006	श्री लक्ष्मीगणापती इंजीनीरिंग वर्क्स दूसरी मंजिल, श्री विजयलक्ष्मी हौसिंग कॉम्प्लेक्स, चैन्नुपेट तेनाली-500002 गुन्दूर डि. (अ.प्र.)	सेंट्रीप्यूगल जेट पंप	12225 : 1999	11-12-2007	एमईडी	परिचालित
23.	6631772	30-11-2006	गटस इलेक्ट्रोमेक लिमिटेड प्लाट नं. 163 सी एंड 164 ई आई डी ए, फेज II चेरलापल्ली, हैदराबाद-500051 अ.प्र.	घरेलू एवं समान प्रयोजनों के लिए अवशिष्ट करंट चालित सर्किट वियोजक	12640 (भाग I) : 2000	11-12-2007	एमईडी	परिचालित

Date: 01-08-2007

November, 06

S.No.	CML No.	Licensee Name and Address	GOL Date	IS No & Product	Validity	Division	Status
1	2	3	4	5	6	7	8
1.	6623066	Sri Vimala Jewellery Mart Bazar Street Chittor Puttur, Andhra Pradesh-517583	09-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	12-11-2009	MTD	Operative
2.	6630568	Specific Laboratories Pvt. Ltd. 1-20-248 Umajay Complex, Rasoolpura, Secunderabad, Hyderabad, Secunderabad, Andhra Pradesh-500003	14-11-2006	IS 10758 : 1983 De-odorising-cum-disinfectant fluids	05-12-2007	CHD	Operative
3.	6623975	R. K. Jewellers 12-2-122, Nimmakayala Street Chittor Tirupati, Andhra Pradesh-517501	16-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	15-11-2009	MTD	Operative
4.	6624169	Suraj Bhan Babulal & Co. Jewellers 59-29/12 & 13, Basheerbagh, Hyderabad, Andhra Pradesh-500063	16-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	16-11-2009	MTD	Operative
5.	6624573	Om Sai Jewellers Shop No. 1, House No. 7-45, Konark Theatre Lane, Dilsukhnagar, Hyderabad, Andhra Pradesh-500060	17-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative

1	2	3	4	5	6	7	8
6.	6624674	Sri Srinivasa Jewellers Shop No. 5-39, Taranagar, Lingampally PO, Rangareddi Seri Lingampally Municipality Andhra Pradesh-500019	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
7.	6624775	Ravi Jewellery Company Shop No. 9, AMC Complex Rajagopalachari Street, Governorpet Krishna Vijayawada, Andhra Pradesh-520002	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
8.	6624876	J. C. Brothers Jewellers 6-3-80, Jainab Commercial Complex Main Road, Ameerpet Hyderabad, Andhra Pradesh	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
9.	6624977	J. R. Jewellers Shop No. 18, Vijaya Commercial Complex J.D. Hospital Road, Governorpet Krishna Vijayawada, Andhra Pradesh-520002	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
10.	6625070	Premraj Shantilal Jain Jewellers 7-2-714 & 7-2-773/3 G Pot Market, Hyderabad, Secunderabad, Andhra Pradesh	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
11.	6625171	L. Bajrang pershad Jewellers Shop No. 7, 8, 9 and 10 Babukhan Estate, Basheerbagh, Hyderabad, Andhra Pradesh-500001	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
12.	6625272	Prince Jewellers 5/10, M.G. Street, Chittor, Srikalahasti, Andhra Pradesh-517644	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
13.	6625474	J. C. Brothers Jewellers 16-11-515/A/1 and 2 Main Road Dilsukhnagar, Hyderabad, Andhra Pradesh-500036	17-11-2006	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative

1	2	3	4	5	6	7	8
14.	6625575	Sri S. K. Jewellers 27-14-17 Rajagopalachari Street, Governorpet Krishna Vijayawada, Andhra Pradesh-520002	17-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
15.	6625676	Bombay Gold Shoppee D. No. 27-14-70, Dattatreya Complex, Rajagopalachari Street, Governorpet Krishna, Vijayawada, Andhra Pradesh-520002	17-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
16.	6625373	Suraj Bhan Babulal & Co. Jewellers 59-29/12 and 13, Basheerbagh, Hyderabad, Andhra Pradesh-500063	17-11-2006	IS 2112 : 2003 Silver and silver alloys, jewellery/ artefacts-fineness and marking	19-11-2009	MTD	Operative
17.	6627680	Panyam Cements and Mineral Industries Limited, Bugganapally, Kurnool, Cement Nagar, Andhra Pradesh-518206	22-11-2006	IS 1489 : Part 1 : 1991 Portland pozzolana Cement Part 1 flyash based	23-11-2007	CED	Operative
18.	6627781	M/s. Shalini Steels Pvt. Ltd. Plot No. 164, 164A, 165, 166, Sri Venkateswara Industrial Co. Op. Industrial Estate, Miyapur, Bollaram, Medak, Andhra Pradesh-502325	27-11-2006	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	26-11-2007	CED	Operative
19.	6630063	Sri Balaji Jewellers C. P. Reddy Complex Chowrastha Warangal, Hanmakonda, Andhra Pradesh-506002	30-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	4-12-2009	MTD	Operative
20.	6630164	Sri M. Bajranglal Sons Jewellers H. No. 5-9-279 Shop No. C-3 and 5, Mayur Kushal Shopping Complex, Gunfoundry, Hyderabad, Andhra Pradesh-500001	30-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	4-12-2009	MTD	Operative
21.	6630265	Sri Ram Jewellery 4-1-857, Abid Road, Hyderabad, Andhra Pradesh-500001	30-11-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	4-12-2009	MTD	Operative

1	2	3	4	5	6	7	8
22.	6631873	Sri Lakshmi Ganpathi Engineering Works 2nd Floor, Sri Vijaya Lakshmi Housing Complex Chenchupet Guntur Tenali, Andhra Pradesh-522202	30-11-2006	IS 12225 : 1997 Centrifugal jet pump	11-12-2007	MED	Operative
23.	6631772	Guts Electromech Limited Plot. No. 163C and 164E IDA, Phase-2, Cherlapally Rangareddi Hyderabad, Andhra Pradesh-500051	30-11-2006	IS 12640 : Part 1: 2000 Residual current operated circuit-breakers for household and similar uses, part 1 : circuit-breakers without integral over-current protection (rcbbs)	11-12-2007	ETD	Operative

## दिसम्बर, 2006

क्रम संख्या	लाईसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाईसेंसधारि का नाम व पता	भारतीय मानक शीर्षक	भा मा संख्या	विभाग	स्थिति स्टेटस	वर्ष वैधता
1	2	3	4	5	6	7	8	9
1.	6630871	04-12-2006	तिरुपती ज्वेलर्स 5-8-582, अंबीडस, हैदराबाद, आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	05-12-2009
2.	6631974	14-12-2006	श्री सीतारजली जेम्स एवं ज्वेलर्स 12-5-1/1, जया जयर्स, ओ पी पी : सांगी, विद्यनीकोतन, तरनाका, हैदराबाद डि. आ. प्र.	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	13-12-2009
3.	6632370	14-12-2006	नटराज ज्वेलर्स मार्ट डोर नं. 7-3-9 (4), गंगामपेटा, गुंटूर, तेनाली, आन्ध्र प्रदेश-522202	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	14-12-2009
4.	6632471	14-12-2006	जितू ज्वेलर्स 8-1-2, बाजार स्ट्रीट, चित्तूर, तिरुपति आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	14-12-2009
5.	6634374	14-12-2006	सुंदर इस्पात लिमिटेड सर्व नं. 2301/246, गगनपहाड, राजेन्द्रनगर मंडल, बेंगलूर हाईवे, रंगारेड्डी, गगनपहाड, आन्ध्र प्रदेश	हाई स्ट्रेन्थ डीफोमर्ड स्टील बार्स एण्ड वायर्स फर कौनक्रीट रीइन्फोर्समेन्ट	1786 : 85	सीईडी	परिचालित	18-12-2009
6.	6633170	15-12-2006	श्री शारदा ज्वेलर्स मार्ट डोर नं. 6-1-271, गुंटूर, नार्सरावपेटा, आन्ध्र प्रदेश	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	14-12-2009

1	2	3	4	5	6	7	8	9
7.	6633271	15-12-2006	धनलक्ष्मी ज्वेल्लर्स शाप नं. 179/3, गणफोंडरी, हैदराबाद डि. आन्ध्रा प्रदेश-500001	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	14-12-2009
8.	6633473	15-12-2006	सुख सागर सिरामिक्स प्रा. लिमिटेड सर्वे नं. 596, 593, लालगडी, मालक्पेट, शमीरपेटमंडल, रंगारेडी, आन्ध्रा प्रदेश-500078	लवण कांचाभ स्टोनवेयर पाइप और फिटिंग विशिष्ट	651 : 1992	सोडडी	परिचालित	17-12-2009
9.	6636782	18-12-2006	सुधा इन्डस्ट्रीज नं. 17, 18, इन्डस्ट्रीयल एस्टेट, सुलतानाबाद, गुंदूर, तेनाली, आन्ध्रा प्रदेश-522202	खुले कुएं लिए निमज्जय पम्पसेट विशिष्ट	14220 : 94	एफएडी	परिचालित	26-12-2007
10.	6639283	21-12-2006	सावतूर इन्डस्ट्रीज प्लॉट नं 8, 9, 10 एवं 11, फेज II, आइ डी ए चेरलापली, रंगारेडी, हैदराबाद, आन्ध्रा प्रदेश-500051	1100 वॉल्ट तक की कार्यकारी वोल्टता के लिए पी वी सी रोधन केवल (दो संशोधन सहित)	694 : 1990	इटीडी	परिचालित	07-01-2008
11.	6636984	22-12-2006	वेकट साई लक्ष्मी सिरामीक्स सर्वे नं. 479, इन्दाराम, आन्ध्रा प्रदेश-504216	लवण कांचाभ स्टोनवेयर पाइप और फिटिंग विशिष्ट	651 : 1992	सोडडी	परिचालित	27-12-2007
12.	6637077	22-12-2006	सुमागली ज्वेल्लर्स 4-27, बाजार स्ट्रीट, चित्तूरु, पत्तूरु, आन्ध्रा प्रदेश	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	27-12-2007
13.	6637178	22-12-2006	जेय राजेन्द्र ज्वेल प्लेस 2-22-278/8, शाप नं. 4 एवं 5, लक्ष्मी कमर्शलि काम्प्लेक्स, ओ पी पी : के पी एच बी कालोनी, बम्बई हाइवे, कुंकटपल्ली, हैदराबाद, आन्ध्रा प्रदेश-500072	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	27-12-2007
14.	6631974	22-12-2006	रीधी सीधी ज्वेल्लर्स 4-32-189/भाग मेन मार्केट रोड, शापूर, कूतूबूलापूर मंडल, रंगारेडी, आन्ध्रा प्रदेश-500055	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	26-12-2007
15.	6636681	22-12-2006	शारद गोल्ड एवं डाइमेन्ड्स प्रा. लि., 16-11-741/सी, कालानीकेतन बिल्डिंग, ग्राउन्ड फ्लोर, दिलसुखनगर, हैदराबाद, आ. प्र.	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	26-12-2007

1	2	3	4	5	6	7	8	9
16.	6636883	22-12-2006	भोलुगु ब्रास ज्वेलर्स 1-1-92, बलानिकेतन वेडींग माल, आर. पी. रोड, सिकिद्राबाद, आ. प्र.	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	1417 : 99	एमटीडी	परिचालित	26-12-2007

Date : 01-08-2007

December 2006

S.No.	CML No.	Licensee Name and Address	GOL Date	IS No & Product	Validity	Division	Status
1	2	3	4	5	6	7	8
1.	6630871	Tirupati Jewellers 5-8-582, Abid Road, Hyderabad, Andhra Pradesh-500001	04-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	05-12-2009	MTD	Operative
2.	6651974	Sri Chitranjali Gems & Jewels 12-5-1/1, Jaya Towers, Opp. Sanghi Vidyanikethan Tamaka, Hyderabad, Secunderabad Andhra Pradesh-500017	14-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	13-12-2009	MTD	Operative
3.	6632370	Nataraj Jewellery Mart D. No. 7-3-9 (4), Ganganammamet, Guntur, Tenali Andhra Pradesh-522202	14-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	14-12-2009	MTD	Operative
4.	6632471	Jitu Jewellers, 8-1-2, Bazaar Street Chittor, Tirupati Andhra Pradesh-517501	14-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	14-12-2009	MTD	Operative
5.	6634374	M/s Sunder Ispat Limited, Survey No. 2301/246, Gaganpahad, Rajendarnagar Mandal, Bangalore Highway, Rangareddi, Gaganpahad, Andhra Pradesh	14-12-2006	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	18-12-2007	CED	Operative
6.	6633170	Sri Sarada Jewellery Mart, D. No. 6-1-271, Main Road, Guntur, Narsaraopeta, Andhra Pradesh-522601	15-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	14-12-2009	MTD	Operative
7.	6633271	Dhanlaxmi Jewellers, Shop No. 179/2, Gunfoundry, Hyderabad, Andhra Pradesh-500001	15-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	14-12-2009	MTD	Operative

1	2	3	4	5	6	7	8
8.	6633473	Sukh Sagar Ceramics (P) Limited, Sy. No. 596, 593, Lalgadi Malakpet, Shameerpet Mandal, R. R. District-AP, Rangareddi, Lalgadi Malakpet, Andhra Pradesh-500078	15-12-2006	IS 651 : 1992 Salt glazed stoneware pipe and fittings	17-12-2007	CED	Operative
9.	6636782	Sudha Industries, No. 17, 18, Industrial Estate Sultanabad, Guntur, Tenali, Andhra Pradesh-522202	18-12-2006	IS 14220 : 1994 pumpsets	26-12-2007 Openwell submersible	MED	Operative
10.	6639283	South Wire Industries Plot No. 8, 9, 10 and 11, Phase-II (EXT.), IDA Cherlapally, Rangareddi, Hyderabad, Andhra Pradesh-500051	21-12-2006	IS 694 : 1990 Pvc Insulated cables for working voltages upto and including 1100 V	07-01-2008	ETD	Operative
11.	6636984	Venkata Sai Laxmi Ceramic, Sy. No. 479, Indaram Village, Jaipur Mandal, Adilabad, Indaram Village, Andhra Pradesh-504216	22-12-2006	IS 651 : 1992 Salt glazed stoneware pipe and fittings	27-12-2007	CED	Operative
12.	6637077	Sumangali Jewellers, 4-27, Bazar Street, Chittor Puttur, Andhra Pradesh-517583	22-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	27-12-2009	MTD	Operative
13.	6637178	Jai Rajendra Jewel Palace 2-22-278/8 Shop No. 4 and 5, Laxmi Commercial Complex, Opp. KPHB Colony, Bombay Highway, Kukatpally, Hyderabad, Andhra Pradesh-500072	22-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	27-12-2009	MTD	Operative
14.	6636580	Ridhi Sidhi Jewellers, 4-32-189/Part Main Market Road, Shapur Nagar, Qutabullapur Mandal, Rangareddi, Rangareddy, Andhra Pradesh-500055	22-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	26-12-2009	MTD	Operative
15.	6636681	Sharda Gold and Diamonds Pvt. Ltd, 16-11-741/C Kalaniketan Building Ground Floor, Dilsukhnagar Hyderabad, Andhra Pradesh-500012	22-12-2006	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	26-12-2009	MTD	Operative



1	2	3	4	5	6	7	8
16.	6636883	Boorugu Bros Jewellers, 1-1-92, Kalaniketan Wedding, Mall, R. P. Road, Hyderabad, Andhra Pradesh-500072	22-12-2006	IS 1417:1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	26-12-2009	MTD	Operative

## जनवरी, 2007

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	स्वीकृत करने की तिथि वर्ष/माह	मा मा संख्या	भारतीय मानक का शीर्षक	वर्ष संख्या	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6638584	विनायका सिमेंट्स 1/14, 1/15, आई डी ए इन्डस्ट्रियल एस्टेट गाजुलमानडयम विलेज रेनिगुटा विलेज, चित्तूर डिस्ट्रिक्ट, तिरुपति, आन्ध्र प्रदेश	02-01-2007	12269 : 1987	53 ग्रेड वी पी सी	02-01-2008	सीईडी	परिचालित
2.	6638483	हेल्ताफुल पैकेज्ड ड्रिंकिंग वाटर सर्वे नं. 42/ए बशीराबाद विलेज कम्मरपल्ली मंडल निजामाबाद, आन्ध्रप्रदेश-503308	2-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	2-1-08	एफ ए डी	परिचालित
3	6639384	पयेनीर टार स्टील मिल्स (प्र) लि. आइ डी ए, बोल्लाराम, जिन्नारम मंडल, मेदक, आन्ध्रप्रदेश	3-1-07	2380:1992	सामान्य संरचना इस्पात में पुनर्वेल्लन के लिए कार्बन डलवा इस्पात बिलेट इंगट, बिलेट, ब्लूम और स्लैब	7-1-08	एम टी डी	परिचालित
4	6638786	रमणी शंकरय्या ज्वेलर्स 2-2-21, वोल्ड बीट बाजार वरंगल, जनगांव, आन्ध्रप्रदेश	5-1-07	1417:1999	स्वर्ण एव स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	4-1-10	एम टी डी	परिचालित
5	6638887	संजय ज्वेलर्स 11-1-767, सोजत कामप्लेक्स चिलकलगुंडा, सिकंदराबाद, हैदराबाद, आन्ध्रप्रदेश-61	5-1-07	1417:1999	स्वर्ण एव स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	4-1-10	एम टी डी	परिचालित
6	6638988	पी सत्यनारायण एंड सन्स ज्वेलर्स 22-6-83,84, मचलीकमान, हैदराबाद, आन्ध्र प्रदेश-2	5-1-07	1417:1999	स्वर्ण एव स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	4-1-10	एम टी डी	परिचालित
7	6639889	पद्माश्री इन्डस्ट्रीस डि नं. 24-1-4, आपोसिट डिस्ट्रिक्ट कोर्ट आसपताल रोड, बोंगोलु-523001 प्रकाशम डिस्ट्रिक्ट, आन्ध्र प्रदेश	9-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	9-1-08	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
8	6640672	श्री जी बी आर वाटर गायत्री वैन्स, संगम थियेटर के पास, दरबार रोड, चीराला प्रकाशम डिस्ट्रिक्ट, चीराला आन्ध्र प्रदेश	10-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	10-1-08	एफ ए डी	परिचालित
9	6641068	सत्य सूर्या चैन्ना वाटर प्राइवेट्स, सर्वे नं. 1904/5, न्यू चैतन्यानगर, राजीव कालोनी के बगल में अड्डाकि-523201 प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश	10-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	11-1-08	एफ ए डी	परिचालित
10	6643476	कुमार एन्टरप्राइजेस, ई-10 कटेडान इंडस्ट्रियल एस्टेट हैदराबाद-500077 रंगा रेड्डी जिला आन्ध्र प्रदेश-77	10-1-07	14151(भाग-1:99)	सिंचाई उपस्कर-सिंक्रलर पाइप भाग 2 क्विक कपलड पालिइथिलिन पाइपस	17-1-08	एफ ए डी	परिचालित
11	6643577	कुमार एन्टरप्राइजेस ई-10 कटेडान इंडस्ट्रियल एस्टेट हैदराबाद-500077 रंगा रेड्डी जिला आन्ध्र प्रदेश-77	10-1-07	14151(भाग-2:99)	सिंचाई उपस्कर-सिंक्रलर पाइप भाग 2 क्विक कपलड पालिइथिलिन पाइपस	17-1-08	एफ ए डी	परिचालित
12	6641472	मौटेइ ग्लेसियर इंडस्ट्रीस डी-2, इंडस्ट्रियल एस्टेट मौला अलि हैदराबाद-5000402-1-184 रंगा रेड्डी जिला आन्ध्र प्रदेश	11-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	11-1-08	एफ ए डी	परिचालित
13	6643173	साई राम आक्वा मिनरल्स 2-1-184, साई नगर सूर्यापेट-508213 नलगोंडा डिस्ट्रिक्ट आन्ध्र प्रदेश	11-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	16-1-08	एफ ए डी	परिचालित
14	6643779	श्री साई फूड्स एण्ड बेवेरेजस 1-9-390/1, प्रगति इंडस्ट्रियल एस्टेट कुशाईगुडा, कीसरा मंडल रंगा रेड्डी जिला आन्ध्र प्रदेश	11-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	17-1-08	एफ ए डी	परिचालित
15	6648991	लक्ष्मी गणपती वाटर पम्प इंडस्ट्रीस सर्वे नं. 123/1,2 इंडस्ट्रियल एस्टेट, गुंटूर तेनालि, आन्ध्र प्रदेश-522202	16-1-07	9079:2002	कृषि और जलपूर्ति के लिये साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	24-1-08	एफ ए डी	परिचालित
16	6645985	पत्रा ज्वेलर्स 8-3-949/4, 5 पंजागुटा, अमीरपेट रोड, पंजागुटा आन्ध्र प्रदेश-500034	19-1-07	1417:1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	22-1-10	एम टी डी	परिचालित

1	2	3	4	5	6	7	8	9
17	6644175	श्री साई वेंकटेश्वरा पैकेज्ड वाटर डि नं. 1-42/6, कस्टेला अधिधि सेन्टर, गुर्जाला मंडल गुंदूरु, आन्ध्र प्रदेश	19-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	18-1-08	एफ ए डी	परिचालित
18	6644276	जील मार्केटिंग हेच नं. 12-3-364/1, श्री सैलम रोड, भाचेरला-522426 गुंदूरु, डिस्ट्रिक्ट आन्ध्र प्रदेश	19-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	21-1-08	एफ ए डी	परिचालित
19	6645278	श्री गणपती इंडस्ट्रीस सर्वे नं.72/2, लक्ष्मीपुरम, रामकृष्णापुरम चीराला, प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश	19-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	21-1-08	एफ ए डी	परिचालित
20	6645379	जी वी एस इंडस्ट्रीस 19/1/9, नरलासेस्टिवारिपालेम रागालयम के पास, बापटला गुंदूरु, डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-1-08	एफ ए डी	परिचालित
21	6645783	गंगा बेवेरेजस सर्वे नं.60, मुत्थालाचेरुवु, विलेज कदरी मंडल, अर्नतपूर डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-1-08	एफ ए डी	परिचालित
22	6645884	दनलक्ष्मी आक्वा प्राइवेट्स हेच नं. 1-130 दिगुवा कोनकुटलावारिपल्ले वेंपल्ले, मदनापल्लि मंडल चित्तूरु डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-1-08	एफ ए डी	परिचालित
23	6649387	साई कृष्णा मिनरल्स डि नं. 8-157/1 बिशिप है स्कूल के पिछे पिडुगुराल्ला-522413 गुंदूरु, डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	28-1-08	एफ ए डी	परिचालित
24	6646078	निरंतरा बेवेरेजस हेच नं. 8-10-5 जे पी एन रोड वरंगल, आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-1-08	एफ ए डी	परिचालित
25	6646886	सुरेश बाटलिंग कम्पनी प्लॉट नं. 95 आई एल टी डी कालोनी कोत्तापेटा, चीराला, प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश-523157	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-1-08	एफ ए डी	परिचालित
26	6647080	अत्रपूर्ण इंडस्ट्रीस सर्वे नं. 350/1, ओड्डाहि रोड दारसी-523247 प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश-523247	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-1-08	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
27	6647181	पी वेंकटेश्वरलू अंड सन्स जी एन टी रोड टंगूरु विलेज अंड मंडल प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश-523274	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-1-08	एफ ए डी	परिचालित
28	6647585	श्री वासवि आक्वा मिनरल्स सर्वे नं. 358/47 ए कुबादुपुरम, वीरम्मा कालोनि कोन्डमोंडु राजुपालेम- मंडल गुंटूरु डिस्ट्रिक्ट आन्ध्र प्रदेश-522412	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-1-08	एफ ए डी	परिचालित
29	6647586	श्री बालाजी आक्वा मिनरल्स डी नं. 9-163/1 वाटर टैंक स्ट्रीट पिडुगुल्लु गुंटूरु डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-1-08	एफ ए डी	परिचालित
30	6647989	गंगा ड्रिंकिंग वाटर सर्वे नं. 163/2 सोमवरप्पाडु विलेज ताल्लूरु मंडल प्रकाशम डिस्ट्रिक्ट ईस्ट गंगावरम पोस्ट आन्ध्र प्रदेश-523264	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-1-08	एफ ए डी	परिचालित
31	6648789	जे बी एन्टरप्राइसेस प्लॉट नं. 381, वेकटरेडिडपालेम, काजा मंगलगिरि मंडल गुंटूरु डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	24-1-08	एफ ए डी	परिचालित
32	6648183	गुम्मडि इंडस्ट्रीस 42-1-191(हेच) करुवडि डोंका कम्पपालेम, वोंगोलु-523001 प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-1-08	एफ ए डी	परिचालित
33	6649993	पेरुमल्ला फूड अंड बेवेरेजस सर्वे नं. 32 तरलुपाडु रोड नरसिंहापुरम, मरकापूर-523316 प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश	23-1-07	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-1-08	एफ ए डी	परिचालित

Date : 01-08-2007

January 2007

S.No.	CML No.	Licensee Name and Address	GOL Date	IS No & Product	Validity	Division	Status	Remarks
1	2	3	4	5	6	7	8	9
1.	6638584	Vinayaka Cements 1/14, 1/15, IDA, Industrial Estate Gajulamandyam Village, Renigunta Village, Chittor Tirupati Andhra Pradesh	2-1-07	IS 12269: 1987 53 Grade ordinary portland cement	2-1-08	CED	Operative	

1	2	3	4	5	6	7	8	9
2.	6638483	Healthful Packaged Drinking Water Sy. No. 42/A Basheerabad Village- 503308 Kammarpally Mandal Nizamabad District Nizamabad Basheerabad Village Andhra Pradesh-503308	2-1-07	IS 14543:2004	2-1-08	FAD	Operative	
				Packaged drinking water(other than packaged natural mineral water)				
3.	6639384	Pioneer Tor Steel Mills (P) Ltd IDA, Bollaram Jinnaram Mandal Medak Andhra Pradesh	3-1-07	IS 2830:1992	7-1-08	MTD	Operative	
				Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes				
4.	6638786	Ramini Shankaraiah Jewellers 2-2-21 Old Beet Bazar Warangal Jangaon Andhra Pradesh	5-1-07	IS 1417:1999	4-1-10	MTD	Operative	
				Gold and gold alloys, jewellery/ artefacts-fineness and marking				
5.	6638887	Sanjay Jewellers 11-1-767 Sojat Complex Chilkalguda Hyderabad Secunderabad Andhra Pradesh 500061	5-1-07	IS 1417:1999	4-1-10	MTD	Operative	
				Gold and gold alloys, jewellery/ artefacts-fineness and marking				
6.	6638988	P. Satyanarayan Sons Jewellers 22-6-83,84 Machlikaman Hyderabad Andhra Pradesh 500002	5-1-07	IS 1417:1999	4-1-10	MTD	Operative	
				Gold and gold alloys, jewellery/ artefacts-fineness and marking				
7.	6639889	Padmashree Industries D. No.24-1-4, Opp. District Court Hospital Road Ongole-523001 Prakasam District Prakasam Ongole Andhra Pradesh 523001	9-1-07	IS 14543:2004	9-1-08	FAD	Operative	
				Packaged drinking water(other than packaged natural mineral water)				
8.	6640672	Sri G.B.R. Water Plant Gayatri Wines Near Sangam Theatre Darbar Road Chirala Prakasam District Prakasam Chirala Andhra Pradesh	10-1-07	IS 14543:2004	10-1-08	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				

1	2	3	4	5	6	7	8	9
9.	6641068	Satya Surya Chandra Water Products Sy. No.1904/5 New Chitanya Nagar Beside Rajiv Colony Addanki-523201 Addanki-523201 Parkasam District Prakasam Addanki Andhra Pradesh-523201	10-1-07	IS 14543 : 2004	11-1-08	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)-				
10.	6643476	Kumar Enterprises E-10, Kattedan Indl Estate Rangareddi R.R. District Andhra Pradesh 500077	10-1-07	IS 14151: Part 2: 199	17-1-08	FAD	Operative	
				Irrigation equipment sprinkler pipes-part : polyethylene pipes				
11.	6643577	Kumar Enterprises E-10, Kattedan Indl. Estate Rangareddi R.R. District Andhra Pradesh-500077	10-1-07	IS 14151: Part 1 : 199	17-1-08	FAD	Operative	
				Irrigation equipment sprinkler pipes-part polyethylene pipes quick coupled				
12.	6641472	Mountain Glacier Industries D-2 Industrial Estate Moula Ali Hyderabad-500040 Ranga Reddy District Ranga Reddy Hyderabad Andhra Pradesh-500040	11-1-07	IS 14543 : 2004	11-1-08	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
13.	6643173	Sai Ram Aqua Minerals 2-1-184, Sai Nagar Suryapet Nalgonda District Suryapet Andhra Pradesh-508213	11-1-07	IS 14543 : 2004	16-1-08	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
14.	6643779	Sri Sai Food & Beverages #1-9-390/1 Pragathi Industrial Area Kusahaiguda Keesara Mandal Ranga Reddy District Ranga Reddy Kusahaiguda Andhra Pradesh	11-1-07	IS 14543 : 2004	17-1-08	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
15.	6648991	Lakshmi Ganapathi Water Pump Industries S. No. 123/1,2, Industrial Estate Guntur Tenali Andhra Pradesh-522202	16-1-07	IS 9079 : 2002	24-1-08	MED	Under Stop Marking	
				Electric monoset pumps for clear, water for agricultural and water supply purposes				
16.	6645985	Panna Jewellers 8-3-949/4&5 Punjugutta Ameerpet Road Punjugutta Hyderabad, Andhra Pradesh-500034	19-1-07	IS 1417:1999	22-1-10	MTD	Operative	
				Gold and gold alloys, jewellery/ artefacts-fineness and marking				

1	2	3	4	5	6	7	8	9
17.	6644175	Sri Sai Venkateswara Packaged Water D. No. 1-42/6, Kateela Adithi Centre, Gurazala, Gurazala Mandal, Guntur District Guntur, Garazala Andhra Pradesh	19-1-07	IS 14543:2004	18-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
18.	6644276	Zeal Marketing, H. No. 12-3-3-364/1, Sri Sailam Road Macherla-522,426 Guntur District, Guntur Macherla, Andhra Pradesh-522426	19-1-07	IS 14543:2004	21-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
19.	6645278	Sri Ganapathi Industries, S. No. 72/2, Lakshmipuram, Ramakrishnapuram, Chirala, Prakasam District, Prakasam Chirala Andhra Pradesh	19-1-07	IS 14543:2004	21-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
20.	6645379	G.V.S. Industries #19-1-9 Narlasettevaripalem Near Ramalayam Bapatla, Guntur District Guntur Bapatla Andhra Pradesh	23-1-07	IS 14543:2004	22-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
21.	6645783	Ganga Beverages, Sy. No. 60, Muthyalacheruvu Village, Kadiri Mandal, Anantapur District, Anantapur, Muthyalacheruvu, Andhra Pradesh	23-1-07	IS 14543:2004	22-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
22.	6645884	Dhanalakshmi Aqua Products, H. No. 1130, Diguva Konakuntlavariipalle, Vempalle, Madanapalli Mandal Chittoor District, Chittoor, Madanapalli, Andhra Pradesh	23-1-07	IS 14543:2004	22-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				
23.	6649387	Sai Krishna Minerals, D. No. 8-157/1 Behind Bishop High School, Piduguralla-522413 Guntur District Guntur, Piduguralla Andhra Pradesh-523157	23-1-2007	IS 14543:2004	28-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)				

1	2	3	4	5	6	7	8	9
24.	6646078	Nirantara Beverages H. No. 8-10-5 J.P.N. Road, Warangal Andhra Pradesh	23-01-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)—	22-1-2008	FAD	Under Stop marking	
25.	6646886	Suresh Bottling Co., Plot No. 95. IL TD Colony, Kothapeta, Chirala-523 157 Prakasam District, Prakasam Chirala, Andhra Pradesh-523 157	23-1-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)—	22-1-2008	FAD	Operative	
26.	6647080	Annapurna Industries S. No.350/1, Addanki Road, Darsi-523 247 Prakasam District Prakasam, Darsi Andhra Pradesh 523247	23-1-2007	IS 14543:2004 Packaged drinking water (other than packaged natural mineral water)—	22-1-2008	FAD	Operative	
27.	6647181	P Venkateswarlu & Sons GNT Road Tangutur Village Mandal Prakasam District, Prakasam Tangutur Andhra Pradesh-523274	23-1-2007	IS 14543:2004 Packaged drinking water (other than packaged natural mineral water)—	22-1-2008	FAD	Operative	
28.	6647585	Sri Vasavi Aqua Minerals Sy. No.358/47A Khbbhadhuypuram, Veeramma Colony Kondamodu-522 412 Rajupalem Mandal Guntur, District Guntur Kondamodu, Andhra Pradesh-522412	23-1-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)—	23-1-2008	FAD	Operative	
29.	6647686	Sri Balaji Aqua Minerals D. No.9-163/1 Water Tank Street Piduguralla Guntur, District Guntur Piduguralla, Andhra Pradesh	23-1-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)—	23-1-2008	FAD	Operative	
30.	6647989	Ganga Drinking Water Sy. No. 163/2, Somavarappadu Village Talluru Mandal Prakasam East Gangavaram Post Andhra Pradesh- 523264	23-1-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)—	23-1-2008	FAD	Operative	



1	2	3	4	5	6	7	8	9
31.	6648789	JB Enterprises Plot No. 381 Venkata Reddy Palem Kaza, Mangalagiri Mandal Guntur District Guntur, Venkata Reddy Palem, Andhra Pradesh	23-1-2007	IS 14543:2004	24-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)—				
32	6648183	Gummadi Industries 42-1-191(H), Karuvadi Donka, Kammampalem, Ongole-523001 Prakasam District, Prakasam Ongole Andhra Pradesh-523001	24-1-2007	IS 14543:2004	23-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)—				
33	6649993	Perumalla Food & Beverages S. No.32, Tarlapadu Road Narasimhapuram, Markapur-523316 Prakasam District, Prakasam Markapur Andhra Pradesh- 523316	29-1-2007	IS 14543:2004	31-1-2008	FAD	Operative	
				Packaged drinking water (other than packaged natural mineral water)—				

## फरवरी, 2007

क्रम संख्या	लाईसेंस संख्या	लाईसेंसधारी का नाम व पता	स्वीकृत करने की तिथि वर्ष/माह	आ मा संख्या	भारतीय मानक शीर्षक	वर्ष वैधता	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6650978	शर्मा ज्वेलर्स 7-3-272, गंज रोड आपे: 1 टवुन पुलिस स्टेशन निजामाबाद औंध्र प्रदेश-503 001	01-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01-02-2010	एम टी डी	परिचालित
2.	6651071	श्री रतनराज ज्वेलर्स शाप नं. 6, लाल बंगला अमिपेट, हैदराबाद औंध्र प्रदेश-500 016	01-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01-02-2010	एम टी डी	परिचालित
3.	6651172	अन्नम रतनथ्या एंड संस 1-3-53, जनरल बाजार हैदराबाद सिकंदराबाद औंध्र प्रदेश-500 003	01-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01-02-2010	एम टी डी	परिचालित
4.	6651273	मंगलाई जेम्स 5-9-29/3 बशीरबाग, हैदराबाद औंध्र प्रदेश-500 029	01-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01-02-2010	एम टी डी	परिचालित

1	2	3	4	5	6	7	8	9
5.	6651778	कूल किंग इंडस्ट्रिज डोर नं. 8-2-19, कोतापेटा कावेरी होटल के पीछे लायरपेटा, ओंगोल औंध्र प्रदेश-523 001	02-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज बंद प्राकृतिक मिनरल जल के अलावा)	01-02-2008	एफ ए डी	परिचालित
6.	6651879	श्राइन बीवेरजेस डोर नं. 40-5/6-10, आपे:महन्नोवेव टवर एम जी रोड, लब्बीपेट विजयवाडा-520 010 कृष्ण जिला, कृष्ण विजयवाडा, औंध्र प्रदेश	02-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज बंद प्राकृतिक मिनरल जल के अलावा)	01-02-2008	एफ ए डी	परिचालित
7.	6652780	जैन इरिगेशन सिस्टमस 317-ए, 6-3-650, तीसरी मंजील महेशवरी चेम्बर्स सोमाजिगुडा हैदराबाद औंध्र प्रदेश-500 082	05-02-2007	4984: 1995	पानी की आपूर्ति के लिए उच्च धनत्व वाले पॉलिएथिलीन पाइप	06-02-2008	सी ई डी	परिचालित
8.	6652679	जैन इरिगेशन सिस्टमस सर्वे नं. 587 एंड 588 बिबिनगर मंडल नल्गोंडा कोंडामडुगु विलेज औंध्र प्रदेश-508 126	05-02-2007	4985 : 2000	पेय जल की पूर्ति के लिए असुघट्रियत पी.वी.सी. पाइप	06-02-2008	सी ई डी	परिचालित
9.	6652982	जैन इरिगेशन सिस्टमस सर्वे नं. 587 एंड 588 बिबिनगर मंडल नल्गोंडा कोंडामडुगु विलेज औंध्र प्रदेश-508 126	05-02-2007	14151 (भाग 2): 1999	सिंचाई उपस्कर- स्प्रिंकलर पाइप भाग 2 क्लिक कपलड पालिड- थिलिन पाइपस	06-02-2008	सी ई डी	परिचालित
10.	6652578	जैन इरिगेशन सिस्टमस सर्वे नं. 587 एंड 588 बिबिनगर मंडल नल्गोंडा कोंडामडुगु विलेज औंध्र प्रदेश-500 126	05-02-2007	13488: 1992	सिंचाई उपस्कर-एमिटिंग पाइप सिस्टम	06-02-2008	सी ई डी	परिचालित
11.	6652881	जैन इरिगेशन सिस्टमस सर्वे नं. 587 एंड 588 बिबिनगर मंडल नल्गोंडा कोंडामडुगु विलेज औंध्र प्रदेश-500 126	07-02-2007	14151 (भाग 1): 1999	सिंचाई उपस्कर-स्प्रिंकलर पाइप भाग 1 पालिइथिलिन पाइप साइजेस	06-02-2008	सी ई डी	परिचालित
12.	6654279	पयनोर टॉर स्टिल (प्रै.) लिमिटेड आई डी ए, नाचारम रंगा रेड्डी हैदराबाद औंध्र प्रदेश	09-02-2007	1786: 1985	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	08-02-2008	एस एम डी	परिचालित
13.	6654582	हरियाना स्टिल सेंटर 8-141, आई डी ए, रंगा रेड्डी हैदराबाद औंध्र प्रदेश	09-02-2007	1786: 1985	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	11-02-2008	एस एम डी	परिचालित
14.	6654683	खेतान मेन्यूकैक्चरेस डोर नं. 19-1-915/10 भाग्यनगर कालोनी, बहादुरपुरा, हैदराबाद औंध्र प्रदेश-500 064	12-02-2007	4246: 2002	द्रूपै गैस के साथ प्रयुक्त घरेलू गैस चूल्हा	11-02-2008	एम ई डी	परिचालित

1	2	3	4	5	6	7	8	9
15.	6658287	नंदी प्लास्टिसेजर्स एंड पाइपस इंडस्ट्रिज प्लॉट नं. 148 और 152, न्यू इंडस्ट्रियल एस्टेट, उडमलपुरम (बी) नंध्याल (एम)-518 502 कर्नूल जिला (आंध्र प्रदेश)	13-02-2007	14151 (भाग 1): 1999	सिंचाई उपस्कर- सिंक्रलर पाइप भाग 1 पालिइथिलिन पाइप साइजेस	19-02-2008	सी ई डी	परिचालित
16.	6658388	नंदी प्लास्टिसेजर्स एंड पाइपस इंडस्ट्रिज प्लॉट नं. 148 और 152, न्यू इंडस्ट्रियल एस्टेट, उडमलपुरम (बी) नंध्याल (एम)-518 502 कर्नूल जिला (आंध्र प्रदेश)	13-02-2007	14151 (भाग 2): 1999	सिंचाई उपस्कर- सिंक्रलर पाइप भाग 2 विवक कपलड पालिइ- थिलिन पाइपस	19-02-2008	सी ई डी	परिचालित
17.	663482	वारीयर मिनरल वाटेक डोर नं. 37-1-125 नियर मस्तान दर्गा ट्रंक रोडए, ऑग्रेल-523 001 आंध्र प्रदेश	13-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	26-02-2008	एफ ए डी	परिचालित
18.	6656384	साई वेंकटा लक्ष्मी चेन्ना- केशवा इंडस्ट्रिज सर्वे नं. 1193/ए, ऑगोल प्रकासम, मर्कापूर आंध्र प्रदेश-523 316	14-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	26-02-2008	एफ ए डी	परिचालित
19.	6657487	सुजला एन्टरप्राइजेस सर्वे नं. 419/2, रामान्जनेया- पुरम कडापा आंध्र प्रदेश-516 002	14-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	18-02-2008	एफ ए डी	परिचालित
20.	6656485	वेंकटा श्रावणी मिनरल वाटर प्लांट खम्बालापाडु विलेज पोडिलि-523 240 प्रकासम जिला, प्रकासम आंध्र प्रदेश-523 240	14-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	18-02-2008	एफ ए डी	चिन्ह निषेध में हैं
21.	6656586	विकास हैजिनिक ग्राइकटस नं. 13-1-17, विनुकोंडा रोड नार्सागवपेट-522 062 आंध्र प्रदेश	15-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	14-02-2008	एफ ए डी	परिचालित
22.	6656788	बालाजी एकस्पॉर्ट्स एंड पैकेजड ड्रिंकिंग वाटर 20/10/38, नियर गवर्नमेंट हस्पताल मेडन रोड कोव्वूर नेल्लोर जिला आंध्र प्रदेश-524 137	15-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	14-02-2008	एफ ए डी	परिचालित
23.	6656990	कावेरी मिनरल वाटर डोर नं. 2-116-9, आपे: एच पी पेट्रोल पम्प नेल्लोर रोड प्रकासम जिला, प्रकासम पामुरु, आंध्र प्रदेश	15-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	14-02-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
24.	6657386	ज्वालामुखी इंडस्ट्रिस सर्वे नं. 205/1, 207/2 परनामिट्य प्रतिभा कालेज के पीछे संतनूतालापाडु मंडल प्रकासम जिला, प्रकासम परनामिट्य	15-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	18-02-2008	एफ ए डी	परिचालित
25.	6656687	श्रीराम ज्वेल्स सी-6 एंड 7, मयूर कुशल काम्पेक्स गनफऊन्डी हैदराबाद आंध्र प्रदेश	15-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	14-02-2010	एम टी डी	परिचालित
26.	6658489	एस पी एम वयरर्स एंड केबल ए-28/1/12, आई डी ए नाचारम, रंगा रेड्डी हैदराबाद आंध्र प्रदेश-500 076	19-02-2007	7098 (भाग 1): 1988	क्रॉसलिंकड पॉलीथीन से रोधित पीवीसी के खोल चढ़ी केबल भाग 1 1100 वो. तक कार्यकारी बोल्टा के लिए	19-02-2008	ई टी डी	परिचालित
27.	6656889	श्रीलेखा इंडस्ट्रिस 6-552, आजाद नगर अनंतपुर, आंध्र प्रदेश	19-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	18-02-2008	एफ ए डी	रद्द किया गया
28.	6658590	एम एम एस बीवेरेजेस डोर नं. 1-38, सर्वे नं. 108 नियर गर्बनमेंट जूनियर कालेज मुलागुंटापाडु विलेज-523 101 सिंगरायाकोडा मंडल, प्रकासम- आंध्र प्रदेश-523 101	20-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	18-02-2008	एफ ए डी	परिचालित
29.	6659289	क्रिस्टल वाटर्स नं. 4/405, बंगलोर बैपास रोड इरुवरम, चित्तूर आंध्र प्रदेश-517 001	20-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	18-02-2008	एफ ए डी	परिचालित
30.	6660678	मधुरा पैकेजड ड्रिंकिंग वाटर सर्वे नं. 618, लिंगापुर विलेज मेडचल मंडल रंगा रेड्डी आंध्र प्रदेश	20-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित
31.	6661276	सिरि इंडस्ट्रिस प्लॉट नं. 18बी, 3-8-376/ए मंसूराबाद, एल बी नगर रंगा रेड्डी, हैदराबाद आंध्र प्रदेश	20-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित
32.	6660274	क्वालिटी मिनरलस एंड बीवेरेजेस, प्लॉट नं. 2, न्यू बालाजी कालोनी, ए आई आर बैपास रोड एम आर पल्ली तिरुपती रूरल चित्तूर जिला चित्तूर, आंध्र प्रदेश	20-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	21-02-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
33.	6658893	हरप्रित ज्वेलर्स 6-3-853, शाप नं. जी-11 प्राऊंड फ्लोर, मेरिडियन प्लाजा, अमिरपेट हैदराबाद औंध प्रदेश-500 016	20-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	20-02-2010	एम टी डी	परिचालित
34.	6658994	मूसदीलाल ज्वेलर्स 5-9-57/2, 3 एंड 4, बशीर बाग हैदराबाद औंध प्रदेश-500 063	20-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	20-02-2010	एम टी डी	परिचालित
35.	6659087	मिस्त्रीलाल 'स' ज्वेलर्स 7-1-644, मार्केट स्ट्रीट पार्ट मार्केट, हैदराबाद सिकंदराबाद औंध प्रदेश-500 003	20-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	20-02-2010	एम टी डी	परिचालित
36.	6659188	श्री बालाजी ज्वेलरी मार्ट 8-1-12, बाजार स्ट्रीट चित्तूर, तिरुपती औंध प्रदेश-517 501	20-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	20-02-2010	एम टी डी	परिचालित
37.	6662076	पी जी ज्वेलर्स 40-421-31, भास्कर नगर नियर ओल्ड अथप्पास्वामि टेम्पल कर्नूल औंध प्रदेश-518 001	20-02-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	20-02-2010	एम टी डी	परिचालित
38.	6658792	श्री बालाजी ज्वेलरी मार्ट 8-1-12, बाजार स्ट्रीट चित्तूर, तिरुपती औंध प्रदेश-517 501	20-02-2007	2112: 2003	चांदी एवं चांदी मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	20-02-2010	एम टी डी	परिचालित
39.	6660577	लक्ष्मी इंडस्ट्रिज 1-1/2, है स्कूल रोड गन्नापावरम पी ओ-522 519 नार्देडला मंडल गुंटूर जिला औंध प्रदेश-522 519	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	21-02-2008	एफ ए डी	परिचालित
40.	6661680	श्री मण्णिखटा वाटर इंडस्ट्रिज एच नं. 2-23, यन्मापेट धटकेसर मंडल रंगा रेड्डी, हैदराबाद औंध प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित
41.	6661781	हिमगिरी आखवा प्रोडक्ट्स सर्वे नं. 283 पेरिचेली मेडिकॉडुरु मंडल गुंटूर जिला औंध प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित
42.	6659592	स्वास्तिक मिनवेट सिस्टम्स प्लाट नं. 9, डोर नं. 5-17 बंजारा कालनी कर्नूल-506 101 औंध प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	21-02-2008	एफ ए डी	परिचालित
43.	6659895	आर एम आर फूड एंड बीवरेजेस 7/109-एफ, बी पीसी टवर्स एन जी ओ कालोनी कडापा-516 002 औंध प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	21-02-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
44.	6659996	विजयश्री इंडस्ट्रिज डोर नं. 5-22, भूपती पल्ली विलेज मर्कापुर मंडल प्रकासम जिला, प्रकासम औंध्र प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	21-02-2008	एफ ए डी	परिचालित
45.	6660072	सुधेश आखवा टेख 7-205, राधावंद्रा नगर सत्ययानारायणपुरम तिरुपती, औंध्र प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	21-02-2008	एफ ए डी	परिचालित
46.	6662884	श्री विजया इंडस्ट्रिज नं. 6-6-49ए, 6/1 अरूंडालपेट गुंदूर-2 औंध्र प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	25-02-2008	एफ ए डी	परिचालित
47.	6664282	यू बी बीवेरेजेस सर्वे नं. 551/2 (डोर नं. 15-18) रामापुरम रोड चिराला, कांतापेटा वेटापालेम कडंडल, प्रकासम जिला, प्रकासम औंध्र प्रदेश	21-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	29-02-2008	एफ ए डी	परिचालित
48.	6662985	विप्रोस हैजिनिक वाटर सर्वे नं. 183/1 एन एच 5 के. बिट्टागुंटा-523 101 वध्था सिंगरायाकोंडा जरुगुमल्ली मंडल प्रकासम जिला, प्रकासम औंध्र प्रदेश-523 101	22-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	25-02-2008	एफ ए डी	परिचालित
49.	6660173	शिवमणी पैकेजड ड्रिफिंग वाटर एच नं. 4-1/डी 8 कुरवी रोड, मेहबूबाबाद औंध्र प्रदेश 506101	22-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	21-02-2008	एफ ए डी	परिचालित
50.	6660779	बी एस एस के इंडस्ट्रिज डोर नं. 13-1-53 दोवालापालेम ओगोल-523 001 प्रकासम औंध्र प्रदेश	22-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित
51.	6660880	श्री वेंकटेश्वरा हेल्थ केर प्राडक्ट्स सर्वे नं. 586/1 कोटप्पा नगर विनुकोंडा-522 647	22-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित
52.	6661074	श्री साई गणेश इंडस्ट्रिज रामुलु बोम्मा रोड अन्नापूर्ण नगर अमरावती रोड गुंदूर औंध्र प्रदेश	22-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित
53.	6663179	गंगोत्री सबमैसिबल पम्पस 10-43, विनायक नगर बालानगर हैदराबाद औंध्र प्रदेश-500 042	22-02-2007	8034: 2004	सबमैसिबल पम्प सेटस	26-02-2008	एफ ए डी	परिचालित
54.	6661175	श्री साई कृष्ण इंडस्ट्रिज सर्वे नं. 39/1, के एस पल्ली रोड गिंदालूर प्रकासम औंध्र प्रदेश-523 357	23-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-02-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
55.	6663684	श्री अमर साई ड्रिफ्टिंग वाटर प्लान्ट डोर नं. 335/ए-271ए रेंटचिंताला गुंदूर जिला, गुंदूर औंध प्रदेश	23-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	27-02-2008	एफ ए डी	परिचालित
56.	6663280	सानिया बीवेरेजेस 10-301, जेडा स्ट्रीट गूटी-515 401 अतंतपूर औंध प्रदेश-515 401	23-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	26-02-2008	एफ ए डी	परिचालित
57.	6668795	लक्ष्मी गणपती इंडस्ट्रिस डोर नं. 9-8-156 अम्बेरकर नगर बेल्लमपल्ली आदिलाबाद औंध प्रदेश-504 251	27-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	06-03-2008	एफ ए डी	परिचालित
58.	6669090	जैन इरिगेशन सिस्टमस सर्वे नं. 587 एंड 588 बिबिनगर मंडल नल्लोडा कोंडामडुगु विलेज औंध प्रदेश-508 126	27-02-2007	12786: 1989	सिंचाई उपस्कर-पालिइथिलिन पाइपस इरिगेशन लेटरलस के लिए	06-03-2008	सी ई डी	परिचालित
59.	6664888	श्री साई प्राडक्टस एंड बीवेरेजेस डोर नं. 5-6-98/ए 3 विवेक नगर निर्मल आदिलाबाद औंध प्रदेश-504 106	28-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	01-03-2008	एफ ए डी	परिचालित
60.	6668492	सरयू इंडस्ट्रिस सर्वे नं. 529, हन्मकोंडा रोड पैडिपल्ली (वि) हन्मकोंडा, वरंगल, औंध प्रदेश	28-02-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	05-03-2008	एफ ए डी	परिचालित

Dated : 01-08-2007

February 2007

S. No.	CML No.	Licensee Name & Address	GOL Date	IS No. & Product	Validity	Division	Status	Remarks
1	2	3	4	5	6	7	8	9
1.	6650978	Sharma Jewellers 7-3-272, Gunj Road, Opp: I-Town Police Station Nizamabad Andhra Pradesh-503 001	01-02-2007	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts- finess and marking.	01-02-2010	MTD	Operative	
2.	6651071	Sri Ratnaraj Jewellers Shop No. 6 Lal Bunglow Ameerpet Hyderabad Andhra Pradesh-500 016	01-02-2007	IS 1417: 1999 Gold and gold alloys, jewellery/artefacts- finess and marking	01-02-2010	MTD	Operative	

1	2	3	4	5	6	7	8
3.	6651172	Annam Ratnaiah & Sons 1-3-53 General Bazar Hyderabad Secunderabad Andhra Pradesh-500 003	01-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	01-02-2010	MTD	Operative
4.	6651273	Mangatrai Gems 5-9-29/3 Liberty Cross Road Basheerbagh Hyderabad Andhra Pradesh-500 029	01-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	01-02-2010	MTD	Operative
5.	6651778	Cool King Industries D. No. 8-2-19, Kothapeta, Beside Kaveri Hotel, Lawyerpet, Ongole-523 001 Prakasam Ongole Andhra Pradesh-523 001	02-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	01-02-2008	FAD	Operative
6.	6651879	Shrine Beverages D.No. 40-5/6-10 Opp. Microwave Tower M.G. Road, Labbipet Vijayawada-520 010 . Krishna District Krishna, Vijayawada Andhra Pradesh-520 010	02-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	01-02-2008	FAD	Operative
7.	6652780	Jain Irrigation Systems Limited 317-A, 6-3-650, 3rd Floor Maheswari Chambers Somajiguda Hyderabad Andhra Pradesh-500 082	05-02-2007	IS 4984 : 1995 High density poly- ethylene pipes for potable water supplies	06-02-2008	CED	Operative
8.	6652679	Jain Irrigation Systems Limited S. Nos. 587 & 588 Bibi Nagar Mandal Nalgonda Kondamadugu Village Andhra Pradesh-508 126	05-02-2007	IS 4985 : 2000 Unplasticized PVC pipes for potable water supplies	06-02-2008	CED	Operative
9.	6652982	Jain Irrigation Systems Limited S. Nos. 587 & 588 Bibinagar Mandal Nalgonda Kondamadugu Village Andhra Pradesh-508 126	05-02-2007	IS 14151 : Part 2 : 1999 Irrigation equipment- sprinkler pipes-Part : quick coupled poly- ethylene pipes	06-02-2008	FAD	Operative



1	2	3	4	5	6	7	8
10.	6652578	Jain Irrigation Systems Limited S. Nos. 587 & 588, Kondamadugu Village Bibinagar Mandal Nalgonda Kondamadugu Village Andhra Pradesh-508 126	05-02-2007	IS 13488 : 1992 Emitting pipes system	06-02-2008	FAD	Operative
11.	6652881	Jain Irrigation Systems Limited Sy. Nos. 587 & 588, Bibinagar Mandal Nalgonda Kondamadugu Village Andhra Pradesh-508 126	07-02-2007	IS 14151 : Part 1 : 1999  Irrigation equipment-sprinkler pipes- part : polyethylene pipes	06-02-2008	FAD	Operative
12.	6654279	Pioneer Tor Steel Mills (P) Ltd., IDA, Bollaram Jinnaram Mandal Medak Andhra Pradesh	09-02-2007	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	08-02-2008	CED	Operative
13.	6654582	Hariyana Steel Centre 8-141, IDA Nacharam Rangareddi Hyderabad Andhra Pradesh	09-02-2007	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	11-02-2008	CED	Operative
14.	6654683	Khetan Manufacturers D. No. 19-1-915/10 Bhagyanagar Colony Bahadurpura Hyderabad Andhra Pradesh-500 064	12-02-2007	IS 4246 : 2002 Domestic gas stoves for use with liquefied petroleum gases	11-02-2008	MED	Operative
15.	6658287	Nandi Plasticisers & Pipes Industries Plot Nos. 148&152 New Industrial Estate Udumalpuram Village Nandyal Mandal Kurnool Nandyal Andhra Pradesh-518 502	13-02-2007	IS 14151 : Part 1 : 1999 Irrigation equipment- sprinkler pipes-part : polyethylene pipes	19-02-2008	FAD	Operative
16.	6658388	Nandi Plasticisers & Pipes Industries Plot Nos. 148&152 New Industrial Estate Udumalpuram Village Nandyal Mandal Kurnool Nandyal Andhra Pradesh-518 502	13-02-2007	IS 14151 : Part 2 : 1999 Irrigation equipment- sprinkler pipes-part : quick coupled polyethylene pipes	19-02-2008	FAD	Operative

1	2	3	4	5	6	7	8	9
17.	6663482	Warrior Mineral Water D.No. 37-1-125 Near Masthan Darga Trunk Road, Ongole-523 001 Prakasam District Prakasam Ongole Andhra Pradesh-523 001	13-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	26-02-2008	FAD	Operative	
18.	6656384	Sai Venkata Lakshmi Chennakesava Industries Sy. No. 1193/A, Ongole Road, Markapur-523 316 Prakasam District Prakasam Markapur Andhra Pradesh-523 316	13-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-02-2008	FAD	Operative	
19.	6657487	Sujala Enterprises Sy. No. 419/2 Ramanjaneyapuram Kadapa-516 002 Kadapa Andhra Pradesh-516 002	14-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	18-02-2008	FAD	Operative	
20.	6656485	Venkata Sravani Mineral Water Plant Kambhalapadu Village Podili-523 240 Prakasam District Prakasam Podili Andhra Pradesh-523 240	15-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	18-02-2008	FAD	Under Stop Marking	
21.	6656586	Vikas Hygienic Products # No. 13-1-17 Vinukonda Road Narasaraopet-522 601 Guntur Distt.Guntur Narasaraopet Andhra Pradesh-522 602	15-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-02-2008	FAD	Operative	
22.	6656788	Balaji Exports & Packaged Drinking Water 20/10/38 Near Government Hospital, Main Road Kovur-524 137 Nellore District Nellore Kovur Andhra Pradesh-524 137	15-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-02-2008	FAD	Operative	
23.	6656990	Kaveri Mineral Water D. No. 2-116-9, Opp. H.P. Petrol Pump Nellore Road Pamuru Prakasam District Prakasam Pamuru Andhra Pradesh	15-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-02-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
24.	6657386	Jwalamukhi Industries Sy. No. 205/1, 207/2, Pernamitta Behind Prathiba College Santhanuthalapadu Mandal Prakasam District Prakasam Pernamitta Andhra Pradesh	15-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	18-02-2008	FAD	Operative	
25.	6656687	Sri Ram Jewellers C-6 & 7, Mayur Kushal Complex Gunfoundry Hyderabad Andhra Pradesh-500 001	15-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and markings	14-02-2010	MTD	Operative	
26.	6658489	SPM Wires & Cables A-28/1/12, IDA-Nacharam Rangareddi Hyderabad Andhra Pradesh-500 076	19-02-2007	IS 7098 : Part 1 : 1988 Crosslinked polythelene insulated PVC sheathed cables : Part 1 for working voltage upto and includ- ing 1100 v	19-02-2008	ETD	Operative	
27.	6656889	Shreelehka Industries 6-552, Ajad Nagar Anantapur Anantapur Andhra Pradesh	19-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	18-02-2008	FAD	Cancelled	
28.	6658590	M.M.S. Beverages D. No. 1-38, Sy. No. 108 Near Government Junior College Mulaguntapadu Village- 523 101 Singarayakonda Mandal Prakasam District Prakasam Mulaguntapadu Village Andhra Pradesh-523 101	20-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	19-02-2008	FAD	Operative	
29.	6659289	Crystal Waters # 4/405 Bangalore Bypass Road Iruvaram Chittoor-517 001 Chittoor, Chittoor Andhra Pradesh-517 001	20-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	20-02-2008	FAD	Operative	
30.	6660678	Madhura Packaged Drinking Water Sy. No. 618, Lingapur Village Medchal Mandal Ranga Reddy District Rangareddi Lingapur Village Andhra Pradesh	20-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
31.	6661276	Siri Industries Plot No. 18B, 3-8-376/A Mansoorabad L.B. Nagar Hyderabad Ranga Reddy District Rangareddi Hyderabad Andhra Pradesh	20-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	
32.	6660274	Kwality Minerals & Beverages Plot No. 2, New Balaji Colony AIR By Pass Road M.R. Palli Tirupati Rural Chittoor District Chittoor Tirupati Rural Andhra Pradesh	20-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-02-2008	FAD	Operative	
33.	6658893	Harpreet Jewellers 6-3-853, Shop No. G-11 Ground Floor, Meridian, Plaza Ameerpet Hyderabad Andhra Pradesh-500 016	20-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and markings	20-02-2010	MTD	Operative	
34.	6658994	Musaddilal & Sons 5-9-57/2, 3 & 4 Bashir Bagh Hyderabad Andhra Pradesh-500 063	20-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and markings	20-02-2010	MTD	Operative	
35.	6659087	M/s. Misrilal's Jewellers 7-1-644, Market Street Pot Market Hyderabad Secunderabad Andhra Pradesh-500 003	20-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and markings	20-02-2010	MTD	Operative	
36.	6659188	Sri Balaji Jewellery Mart 8-1-12, Bazar Street Chittoor Tirupati Andhra Pradesh-517 501	20-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and markings	20-02-2010	MTD	Operative	
37.	6662076	P.G. Jewellers 40-421,31, Bhaskar Nagar Near Old Ayyappaswamy Temple Kurnool Andhra Pradesh-518 001	20-02-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and markings	22-02-2010	MTD	Operative	
38.	6658792	Sri Balaji Jewellery Mart 8-1-12, Bazar Street Chittoor Tirupati Andhra Pradesh-517 501	20-02-2007	IS 2112 : 2003 Silver and silver alloys, jewellery/artefacts fineness and markings	20-02-2010	MTD	Operative	

1	2	3	4	5	6	7	8	9
39.	6660577	Lakshmi Industries 1-1/2, High School Road Ganapavaram P.O.-522 519 Nadendla Mandal Guntur District Guntur Ganapavaram Andhra Pradesh-522 519	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-02-2008	FAD	Operative	
40.	6661680	Sri Manikanta Water Industries H. No. 2-23 Yamanampet Village Ghatkesar Mandal Ranga Reddy District Rangareddi Yamnampet Village Andhra Pradesh	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	
41.	6661781	Himagiri Aqua Products Sy. No. 283 Perecherla Medikonduru Mandal Guntur District Guntur Perecherla Andhra Pradesh	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	
42.	6659592	Swastik Minwat Systems Plot No. 9, Door No. 5-17 Banjara Colony Kurnool-506 101 Kurnool District Kurnool Andhra Pradesh-506 101	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-02-2008	FAD	Operative	
43.	6659895	RMR Food & Beverages 7/109-7F, V P C Towers NGO Colony Kadapa-516 002 Cuddapah Kadapa Andhra Pradesh-516 002	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-02-2008	FAD	Operative	
44.	6659996	Vijaya Sree Industries D No. 5-22, Bupathi Palli Village Markapur Mandal Prakasam District Prakasam Bupathipalli Village Andhra Pradesh	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-02-2008	FAD	Operative	
45.	6660072	Sudesh Aqua Tech 7-205 Raghavendra Nagar Satyanarayanapuram Tirupathi-517 501 Chittoor Tirupathi Andhra Pradesh-517 501	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-02-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
46.	6662884	Sri Vijaya Industries #6-6-49A, 6/1 Arundalpet, Guntur-2 Guntur Andhra Pradesh-2	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	25-02-2008	FAD	Operative	
47.	6664282	U.B. Beverages Sy. No. 551/2 (D. No. 15-18) Ramapuram Road, Chirala Kothapeta, Vetapalem Mandal, Prakasam District, Prakasam Chirala, Andhra Pradesh	21-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	29-02-2008	FAD	Operative	
48.	6662985	Wipros Hygienic Water Sy. No. 183/1 N.H. 5 K. Bitragunta-523 101, Via Singarayakonda, Zarugumalli Mandal, Prakasam District, Prakasam, K. Bitragunta, Andhra Pradesh-523 101	22-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	25-02-2008	FAD	Operative	
49.	6660173	Shivamani Packaged Drinking Water, H. No. 4-1-1/D8, Kuravi Road, Mahabubabad-506 101 Warangal, Mahabubabad, Andhra Pradesh-506 101	22-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-02-2008	FAD	Operative	
50.	6660779	VSSK Industries D. No. 13-1-53 Dovalapalem Ongole-523 001 Prakasam Ongole, Andhra Pradesh-523 001	22-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	
51.	6660880	Sri Venkateswara Health Care Products Sy. No. 586/1 Kotappa Nagar, Vinukonda-522 647 Guntur Vinukonda, Andhra Pradesh-522 647	22-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	
52.	6661074	Sri Sai Ganesh Industries Ramulu Bomma Road, Annapurna Nagar, Amaravathi Road, Guntur, Andhra Pradesh	22-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
53.	6663179	Gangothri Submersible Pumps, 10-43, Vinayak Nagar, Balanagar, Hyderabad, Andhra Pradesh-500 042	21-02-2002	IS 8034 : 2002 Submissible pump sets	26-02-2008	MED	Operative	
54.	6661175	Sri Sai Krishna Industries Sy. No. 39/1, K S Palli Road, Giddaluru Prakasam, Andhra Pradesh-523 357	23-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-02-2008	FAD	Operative	
55.	6663684	Sri Amar Sai Drinking Water Plant, D. No. 335/A-271/A Rentachinthala, Guntur District Guntur, Rentachinthala, Andhra Pradesh	23-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	27-02-2008	FAD	Under Stop Marking	
56.	6663280	Sania Beverages 10-301, Janda Street, Gooty-515 401 Ananthapur District, Ananthapur, Gooty, Andhra Pradesh-515 401	23-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	26-02-2008	FAD	Operative	
57.	6668795	Laxmi Ganapathi Industries D. No. 9-8-156, Amberkarnagar, Bellampally, Adilabad, Andhra Pradesh-504 251	27-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	06-03-2008	FAD	Operative	
58.	6669090	Jain Irrigation Systems Limited Sy. No. 587 & 588 Kondamadugu Village, Bibinagar Mandal, Nalgonda, Kondamadugu Village, Andhra Pradesh-508 126	27-02-2007	IS 12786 : 1989 Irrigation equipment—polyethylene pipe for irrigation laterals	06-03-2008	FAD	Operative	
59.	6664888	Sri Sai Proudcts & Beverages D. No. 5-6-98/A3, Vivek Nagar, Nirmal Adilabad, Andhra Pradesh-504 106	28-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	01-03-2008	FAD	Operative	
60.	6668492	Sarayu Industries Sy. No. 529, Hanmakonda Road, Paidipally (V), Hanmakonda, Warangal, Andhra Pradesh	28-02-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	05-03-2008	FAD	Operative	

## मार्च, 2007

क्रम संख्या	लाईसेंस संख्या	लाईसेंसधारी का नाम व पता	स्वीकृत करने की तिथि, वर्ष/माह	भा मा संख्या	भारतीय मानक का शीर्षक	वर्ष संख्या	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6668290	श्री साई पाती अंड कंपोनि 31/174, के एन रोड, पुतुरु, चित्तूरु डिस्ट्रिक्ट आन्ध्र प्रदेश	01-03-2007	14543: 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	05-03-2008	एफ ए डी	परिचालित
2.	6666185	मदिकेरा क्विन्नादन ज्वेलर्स हेच नं. 4-4-39, सुभाष एक्स रोड, मेदक सिटिपेट, आन्ध्र प्रदेश-502 103	01-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01-03-2010	एम टी डी	परिचालित
3.	6666387	महालक्ष्मी ज्वेलर्स शाप नं : जी-3 श्रीगिरिकॉमप्लेक्स दिलशुकनगर बस स्टाप के सामने, हैदराबाद आन्ध्र प्रदेश-500 660	01-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01-03-2010	एम टी डी	परिचालित
4.	6666286	बी जी पी ज्वेलर्स 20-2-48, पामुरु रोड प्रकाशम कंडुकूर आन्ध्र प्रदेश-523 105	02-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	01-03-2010	एम टी डी	परिचालित
5.	6666084	यूतिश इंडस्ट्रीस सर्वे नं. 361 बी उट्कोट्टाई से सत्यवेदा मेन रोड, सीतारामपेट विलेज अमबक्कम पंचायत सत्यवेदा मंडल, चित्तूरु डिस्ट आन्ध्र प्रदेश-517588	02-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	01-03-2008	एफ ए डी	परिचालित
6.	6667591	उमा मल्लेश्वरी प्रोडक्ट्स डी नं. 593 बी, सत्तुलुरु विलेज नादेनला मंडल, गुंटूरु आन्ध्र प्रदेश	02-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	04-03-2008	एफ ए डी	परिचालित
7.	6667692	आक्वा गोलड इंडस्ट्रीस शाप नं. 39 एंड 40, केशराजपल्लि, सिरडि साई कामप्लेक्स न्यू कलेक्टरेट के के पास नलगोड़ा, आन्ध्र प्रदेश-508001	02-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	04-03-2008	एफ ए डी	परिचालित
8.	6670075	साई राम मिनरल्स डी नं. 8-386, साई नगर एस एन पुरम, चित्तूरु जीवकोना, आन्ध्र प्रदेश-517 501	02-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	04-03-2008	एफ ए डी	परिचालित
9.	6670176	चंदमामा वाटर प्रोडक्ट्स डी नं. 11-49/1, द्वारकानगर के पास जूबिली हिल्स, चित्तूरु चंद्रगिरी, आन्ध्र प्रदेश-517 101	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	07-03-2008	एफ ए डी	परिचालित



1	2	3	4	5	6	7	8	9
10.	6670378	विद्युत मिनरल वाटर सर्वे नं. 79, पुसुरु क्रास रोड एन एच 5, गुंदूरु, ताडेपल्लि, आन्ध्र प्रदेश-522 501	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	07-03-2008	एफ ए डी	परिचालित
11.	6670479	सुजकी फुड्स एंड बेवरेजस इंडस्ट्रीस सर्वे नं. 810/2, नंदिराजु तोटा गुंदूरु, बापटला मंडल आन्ध्र प्रदेश	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	07-03-2008	एफ ए डी	परिचालित
12.	6674285	श्री दीरज रम्या इंडस्ट्रीस नवलोक गारडेन्स विद्व्या विहार स्कूल के सामने मैल्लूरु रूरल मंडल नेल्सूरु डिस्ट्रिक्ट आन्ध्र प्रदेश	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	14-03-2008	एफ ए डी	परिचालित
13.	6669292	आर एम इंडस्ट्रीस आर एम पर्युरिफैड ड्रिंकिंग वाटर एल आइ जी 64, न्यू हौसिंग बोर्ड कोलोनी सवरगोव, आदिलाबाद, आन्ध्र प्रदेश	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	06-03-2008	एफ ए डी	परिचालित
14.	6668896	बालाजी आक्वा प्रडक्ट्स अय्यप्पा मंदिर के सामने आर एस नं. 512/2, वेलवदम मैलवरम मंडल कृष्णा, आन्ध्र प्रदेश-521 230	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	06-03-2008	एफ ए डी	परिचालित
15.	6671582	सहारा आक्वा प्रडक्ट्स हेच नं. 4/2-20-6-5 इंदिरानगर एक्सटेन्शन मदनापल्लि, चित्तूरु आन्ध्र प्रदेश	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	11-03-2008	एफ ए डी	परिचालित
16.	6668593	वरून वाटर इंडस्ट्रीस प्लॉट नं. 26, कुमारी आईस कंपोनि के सामने सर्वे नं. 6026 मुत्थालाचेरु विलेज कदरी मंडल, अन्तपूर डिस्ट्रिक्ट आन्ध्र प्रदेश	05-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	06-03-2008	एफ ए डी	परिचालित
17.	6678596	बास्करी इलेक्ट्रिकल सिस्टम्स (प्र) लिमिटेड प्लॉट नं. डी98/बी, फेस 1 आइ डी ए, जोडिमेटला आन्ध्र प्रदेश	07-03-2007	3017: 1985	तरमोस्टाट्स फर यूस वित	20-03-2008	एफ ए डी	परिचालित इलेक्ट्रिक वाटर हीटर्स
18.	6668694	श्री सुधावल्लि फुड प्रोडक्ट्स सर्वे नं. 492, इन्डस्ट्रियल एस्टेट मिदुक्कूर रोड कोत्तपल्लि पंचायत, कडुपा प्रोडुक्टूरु आन्ध्र प्रदेश-516 362	07-03-2007	1008: 2004	हाई बाइलड सुगर कनफेक्शनरी	08-03-2008	एफ ए डी	परिचालित
19.	6669999	के जे इंडस्ट्रीस आर एस नं. 176, प्रकाश इंजनियरिंग वर्क्स के सामने, एनिकिपाडु विलेज विजयावाडा रूरल, कृष्णा डिस्ट्रिक्ट आन्ध्र प्रदेश-521 108	08-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज-बंद प्राकृतिक मिनरल जल के अलावा)	07-03-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
20.	6670984	ट्रिनिटी बेवेरेजस (प्रा) लिमिटेड 6-25, सर्वे नं. 202 पाटि गणपूर, पटानचेरू मेदक आन्ध्र प्रदेश-502 300	08-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	07-03-2008	एफ ए डी	परिचालित
21.	6671481	श्री साई फुड एंड बेवेरेजस 6-130, पेदागुडा, नंदलूरू कडपा आन्ध्र प्रदेश-516 150	09-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	11-03-2008	एफ ए डी	परिचालित
22.	6671885	विजय इंडस्ट्रीस फेस 3, शेड नं.4, जे ए नगर विजयवाडा-520 007 कृष्णा डिस्ट्रिक्ट आन्ध्र प्रदेश	09-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	12-03-2008	एफ ए डी	परिचालित
23.	6671986	श्री इन्दुरेकरा बेवेरेजस 14-12/3, हसनपति सर्वे नं.179, वरंगल आन्ध्र प्रदेश	09-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	12-03-2008	एफ ए डी	परिचालित
24.	6672281	कस्तुरि आक्वा इंडस्ट्रीस आर एस नं.423/1 सुल्तानगरम, मचिलिपटनम कृष्णा डिस्ट्रिक्ट आन्ध्र प्रदेश-521 001	09-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	12-03-2008	एफ ए डी	परिचालित
25.	6673081	शिवगंगा पयुरिफैड ड्रिंकिंग वाटर, 7/84 एंड 85 जयानगर कालोनी चिन्ना चौक, कडपा आन्ध्र प्रदेश	09-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	14-03-2008	एफ ए डी	परिचालित
26.	6671077	आर एस ज्वेलर्स 9-36, ललितानगर मोंगा सिनिमा के बगल में दिलशुकनगर, हैदराबाद आन्ध्र प्रदेश-500 660	09-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	08-03-2010	एम टी डी	परिचालित
27.	6671178	आर एस ज्वेलर्स 1-1-76 से 82 यशोदा अस्पताल के बगल में आर पी रोड, सिकिद्राबाद आन्ध्र प्रदेश	09-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	08-03-2010	एम टी डी	परिचालित
28.	6671279	रूबी ज्वेलर्स 11-5-76 से 7 एंड 11-5-603 रेड हिल्स, नामपल्लि हैदराबाद-500 028 आन्ध्र प्रदेश	09-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	08-03-2010	एम टी डी	परिचालित
29.	6671380	वेंकटरमणा ज्वेलर्स 20-12-143, संता बाजार वेजिटेबल मार्केट के पास प्रकाशम, चीराला आन्ध्र प्रदेश-523 155	09-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	08-03-2010	एम टी डी	परिचालित
30.	6672786	श्री प्रयास इंडस्ट्रीस एच नं.2-239 नलंदा डिग्री कालेज के पास एन एच नं. 7 दसनापुर विलेज मावला, ग्राम पंचायत आदिलाबाद, आन्ध्र प्रदेश	13-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	13-03-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
31.	6672988	श्री वेंकटेश्वर इंडस्ट्रीस सर्वे नं. 307/आई जी गुडिपल्लिपाडु विलेज अल्लिपुरम पोस्ट नेल्लूरु रुरल मेन नेल्लूरु डि आन्ध्र प्रदेश	14-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	13-03-2008	एफ ए डी	परिचालित
32.	6673485	जनता ज्वेलर्स 14/16, मंडपाला स्ट्रीट, नेल्लूरु, आन्ध्र प्रदेश-524 001	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
33.	6673586	श्री बालाजी ज्वेलर्स 4-1-968/1, आबिडस रोड संतोश स्वपना थियेटर के सामने, हैदराबाद आन्ध्र प्रदेश-500 001	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
34.	6673687	शांतिलाल एंड सन्स ज्वेलर्स 12/1267, चित्रा बाजार, नेल्लूरु, आन्ध्र प्रदेश-524 001	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
35.	6673788	बॉबे ज्वेलर्स शाप नं.3, जय हिंद कॉम्प्लेक्स राजगोपालाचारि स्ट्रीट कृष्णा, विजयवाड़ा आन्ध्र प्रदेश-520 002	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
36.	6671889	श्री महावीर ज्वेलरी हाउस 32 बाजार स्ट्रीट, चित्तूरु, तिरुपति आन्ध्र प्रदेश-517 501	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
37.	6673990	मुसहिलाल सन्स 125 एम जी रोड पार्कलेन, हैदराबाद आन्ध्र प्रदेश-500 003	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
38.	6674083	बॉबे ज्वेलर्स पैराडाइस 27-23-112, राजगोपालाचारि स्ट्रीट ए एम सी कॉम्प्लेक्स के सामने, कृष्णा, विजयवाड़ा आन्ध्र प्रदेश-520 002	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
39.	6674184	हर्ष ज्वेलर्स 8-3-944/12/1 एंड 2 अहमद कमर्शल कॉम्प्लेक्स अमीरपेट, हैदराबाद आन्ध्र प्रदेश-500 016	14-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	14-03-2010	एम टी डी	परिचालित
40.	6672887	तिरुपति उद्योग लिमिटेड 8-2/629/1/ए/3, दूसरी मॉडल, विष्णु बवन रोड नं.12, बंजारा, हिल्स हैदराबाद, आन्ध्र प्रदेश-500 034	14-03-2007	2830: 1992	कार्बन इस्पात के बिलेट (मानक किस्म)	13-03-2008	एम टी डी	परिचालित

1	2	3	4	5	6	7	8	9
41.	6674386	श्री सुंदरम सोलार सोल्युशन्स 8-2-70, हर्षवर्दन कालोनी, वोल्ड बोइनपल्लि, हैदराबाद, आन्ध्रा प्रदेश	14-03-2007	12933: (भाग-1) 2000	सौर सपाट पट्टिका संग्राहक (भाग-1) सोलार प्लेट कलेक्टर	14-03-2008	एम ई डी	परिचालित
42.	6678697	चल्ला केबुल्स (प्रा.) लि., 5-246/9/2, हेच पी सी रोड मूसापेट, रंगारेड्डी, हैदराबाद, आन्ध्रा प्रदेश-500 018	15-03-2007	694: 1990	पी वी सी रोहित केबल	20-03-2008	ई टी डी	परिचालित
43.	6675186	वोम साई बेवेरेजस डी नं. 74-24-30/2 एडुगुल्लु-521151 कौकिपाडु मंडल, कृष्णा एडुगुल्लु, आन्ध्रा प्रदेश-520 002	15-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	15-03-2008	एफ ए डी	चिन्ह निषेध में है
44.	6676087	टी टी के इंडस्ट्रीस प्लॉट नं. 10-144/डी वेरमरेड्डीपालेम रोड, इंडस्ट्रियल एस्टेट के बगल में रेनिगुंटा रोड, चित्तूरु, तिरुपति-517 507 आन्ध्रा प्रदेश	15-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	15-03-2008	एफ ए डी	चिन्ह निषेध में है
45.	6676087	श्री साई बालाजी आक्वा इंडस्ट्रीस, सेन्ट्रल स्कूल के सामने नल्लापाडु, गुंटूर, आन्ध्रा प्रदेश-522 005	16-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	20-03-2008	एफ ए डी	परिचालित
46.	6684490	सिवानि ट्रेडर्स सर्वे नं. 259/2, वोगुल्लू कंदुकूरु मंडल, प्रकाशम डिस्ट्रिक्ट, आन्ध्रा प्रदेश-523 105	20-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	27-03-2008	एफ ए डी	परिचालित
47.	6679598	तिरुमला इंडस्ट्रीस हेच नं. 8-52/4, सर्वे नं. 160/ए, कोटि लिगाला मंदिर के पास, रेड्डीपालेम, गोरोकुंटा, वरंगल, आन्ध्रा प्रदेश	20-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-01-2008	एफ ए डी	परिचालित
48.	6685896	आक्वा चाईस्ड पैकेजड ड्रिंकिंग वाटर, 5-33ए, मादवनगर राजीवनगर पंचायत, तिरुपति-517 502, चित्तूरु डिस्ट्रिक्ट, आन्ध्रा प्रदेश	20-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	28-03-2008	एफ ए डी	परिचालित
49.	6686696	श्री विजयलक्ष्मी आक्वा प्रोडक्ट्स, डी नं. 8/62, नारायणपुरम दाचेपल्लि, गुंटूर डिस्ट्रिक्ट, आन्ध्रा प्रदेश-522 414	20-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	29-03-2008	एफ ए डी	परिचालित
50.	6690687	पवन पावर एंड टेलिकॉम लि. प्लॉट नं. 141/1, आई डी ए बोल्लारम नरसापुर, तासुख, मेडक (ए पी)-502 325	21-03-2007	14255: 1995	एरियल बन्ड केबल फार वर्किंग वोल्टजस 1100 वोल्ट तक और 1100 वोल्ट के साथ	04-04-2008	ई टी डी	परिचालित

1	2	3	4	5	6	7	8	9
51.	6681787	चंदना ब्रदर्स टेक्सटाइल्स एंड ज्वेलर्स (प्रा) लिमिटेड डोर नं. 1-1-88 से 91 आर पी रोड हेड पोस्ट आफिस के सामने, सिर्किड्राबाद आन्ध्र प्रदेश-500 003	23-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	25-03-2010	एम टी डी	परिचालित
52.	6671481	सीता ज्वेलर्स 5-38, तारानगर लिंगमपल्लि, बी हेच ई एल के पास रंगारेड्डि, हैदराबाद, आन्ध्र प्रदेश-500 050,	23-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	25-03-2010	एम टी डी	परिचालित
53.	6681989	कट्टा ज्वेलर्स 8-3-322, मेन बाजार अनंतापुर, हिन्दूपुर आन्ध्र प्रदेश-515 201	23-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरंकन	25-03-2010	एम टी डी	परिचालित
54.	6687799	श्री साई फूड एंड आक्वा प्रडक्ट्स डी नं. 274, पेरेचेरला मदिकोडूरु चेरुवु गुंटूर डिस्ट्रिक्ट, आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	02-04-2008	एफ ए डी	परिचालित
55.	6688397	श्री साई बेवेरेजस 5-45/1, पर्वतापुर विलेज गटकेसर मंडल, रंगारेड्डि, आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	02-04-2008	एफ ए डी	परिचालित
56.	6685997	आर के बेवेरेजस प्लॉट नं. 52 एंड 54 गरूडाद्रि नगर, नंदयाल रोड कर्तुल, आन्ध्र प्रदेश-518 002	23-01-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	02-04-2008	एफ ए डी	परिचालित
57.	6679699	हेल्थ बेवेरेजस डी नं. 4-30-33/6, ई टी नगर ईतानगर, तेनालि, गुंटूर डि. आन्ध्र प्रदेश-522 201	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-03-2008	एफ ए डी	परिचालित
58.	6080078	एस आर एस मिनरल प्राडक्ट्स 9-68, ओ बी रोड, गुंतकल अनंतापुर, आन्ध्र प्रदेश-515 801	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	22-03-2008	एफ ए डी	परिचालित
59.	6681282	श्री बारगवि बेवेरेजस इंडस्ट्रीस हेच नं. ई डब्ल्यू एस हेच-259, फेस 2, मौला-अली हाउसिंग बोर्ड रंगारेड्डि डिस्ट्रिक्ट हैदराबाद-500 040 आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	25-03-2008	एफ ए डी	चिन्ह निषेध में है
60.	6681383	ए आर इंडस्ट्रीस प्लॉट नं. 10, ब्लाक नं. 32, ओटोनगर, हयत नगर मंडल, रंगारेड्डि डिस्ट्रिक्ट, हैदराबाद-500 070 आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	25-03-2008	एफ ए डी	परिचालित
61.	6681484	टंकसाळा आक्वा मिनरल्स 30-20-4, ऐलूरु रोड, एस इ आर सेंटर के पास, एन्केपाडु, विजय वाडा रूरल मंडल, कृष्णा डिस्ट्रिक्ट, आन्ध्र प्रदेश-521 108	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	25-03-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
62.	6681585	एम एस एस बेवेरेजस नं. 25-28, गोल्डगुडा, सुबाश नगर, तिरुमलगिरि रंगारेड्डि, सिकिद्राबाद आन्ध्र प्रदेश-500 015	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	25-03-2008	एफ ए डी	परिचालित
63.	6685391	कृष्णा काव्या हेजेनिक ग्राइन्टस सर्वे नं. 773, रेडिड पाल्ले अटलूरु मंडल, कडपा डिस्ट्रिक्ट आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	28-03-2008	एफ ए डी	परिचालित
64.	6685492	एस एल वी एन्टरप्राइसेस 2-72, अन्नोजीगुडा गटकेसर मंडल रंगारेड्डि आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	28-03-2008	एफ ए डी	परिचालित
65.	6682183	साई किशोर प्यूरिफायर 4-585, एस एस आर नगर पोडिलि रोड, दारसी प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	25-03-2008	एफ ए डी	परिचालित
66.	6682284	नयू गंगा पैकेज सर्वे नं. 871, पोटलादूर्ति ब्रिडज के पास पोटलादूर्ति विलेज एरंगुटला मंडल, कडपा डि आन्ध्र प्रदेश	23-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	26-03-2008	एफ ए डी	परिचालित
67.	6683791	देवाश्री इस्पात (प्रा.) लि. सर्वे नं. 460, एलिकट्टा विलेज शादनगर तालुक, महबूबनगर, आन्ध्र प्रदेश	27-03-2007	1786: 1985	कंक्रीट पलन के लिए उच्च सामर्थ्य विकास इस्पात छड़ और तार	26-03-2008	एफ ए डी	परिचालित
68.	6686090	ललिता ज्वेलर्स शाप नं. 25, मुनिसिपल कॉम्प्लेक्स सुबाश रोड, क्लाक टावर के पास, अनंतपुर, आन्ध्र प्रदेश-515 001	28-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	28-03-2010	एम टी डी	परिचालित
69.	6686191	एस वी ज्वेलर्स डी नं. 11-49-348, शिवालयम स्ट्रीट, कृष्णा विजयवाड़ा, आन्ध्र प्रदेश-520 001	28-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	28-03-2010	एम टी डी	परिचालित
70.	6685795	विनायका ज्वेलर्स 4-1-293, पोस्ट ऑफिस रोड करीमनगर, आन्ध्र प्रदेश-505 001	28-03-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	28-03-2010	एम टी डी	परिचालित
71.	6685593	ए पी वाटर टेस्टिंग एक्विपमेंट कर्पोरि प्लॉट नं. 43/ए, एस वी को अपोरेटिव इन्ड. एस्टेट बालानगर, हैदराबाद आन्ध्र प्रदेश-500 037	28-03-2007	11673: 1992	सोडियम हैप्टोक्लोराइड सोल्यूशन	28-03-2008	सी हेच डी	परिचालित

1	2	3	4	5	6	7	8	9
72.	6685290	साई सिरि इंडस्ट्रीस प्लॉट नं. 139, 146 अंड 147 इन्डस्ट्रियल एस्टेट गिदलूर, प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश	28-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	27-03-2008	एफ ए डी	परिचालित
73.	6686797	जेट्टि फार्मा इंडस्ट्रीस डी नं. 8-38-3 आर टी सी कालेनी रोड, सर्वे नं. 143, विवेकानंद नगर कोतापेट, चिराला, प्रकाशम डि. आन्ध्र प्रदेश-523 157	30-03-2007	14543: 2004	पैकेजबंद पेय जल (पैकेज- बंद प्राकृतिक मिनरल जल के अलावा)	29-03-2008	एफ ए डी	परिचालित

## March 2007

Sl. No.	CML No.	Licensee Name & Address	GOL Date	IS No & Product	Validity	Division	Status
1	2	3	4	5	6	7	8
1.	6668290	Sri Sai Partha & Co. # 31/174, K.N. Road Puttur Chittoor District Chittoor Puttur Andhra Pradesh	01-03-2007	IS-14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	05-03-2008	FAD	Operative
2.	6666185	Maddikera Viswanatham Jewellers H.No.4-4-39, Subhash X Road Medak Siddipet Andhra Pradesh-502103	01-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and marking	01-03-2010	MTD	Operative
3.	6666387	Mahalaxmi Jewellers Shop No.G-3 Sri Giri Complex Opp:Dilsukhnagar Bus Stop Dilsukhnagar Hyderabad Andhra Pradesh-500660	01-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and marking	01-03-2010	MTD	Operative
4.	6666286	VPG Jewellers 20-2-48, Pamur Road Prakasam Kandukur Andhra Pradesh-523105	02-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts fineness and marking	01-03-2010	MTD	Operative
5.	6666084	Yuthish Industries Sy. No.361 B Uttukottai to Sathyaveda Main Road Seetharampet Village-517588 Ambakkam Panchayat, Sathyaveda Mandal Chittoor District Chittoor Seetharampet Village Andhra Pradesh-517588	02-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	01-03-2008	FAD	Operative
6.	6667591	Uma Maheshwari Products D.No.593/B, Satuluru(V), Nadendla (M), Guntur Andhra Pradesh	02-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	04-03-2008	FAD	Operative
7.	6667692	Aqua Gold Industries Shop No.39 & 40, Kesharajpally Shirdi Sai Complex Near New Collectorate Nalgonda-508001 Nalgonda District Nalgonda Andhra Pradesh-508001	02-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	04-03-2008	FAD	Operative

1	2	3	4	5	6	7	8
8.	6670075	Sai Ram Minerals D.No.8-386, Sai Nagar, S.N. Puram Chittor Jeevakona Andhra Pradesh-517501	02-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	07-03-2008	FAD	Under stop Marking
9.	6670176	Chandamama Water Products D.No.11-49/1, Near Dwarak Nagar, Jubilee Hills Chittor Chandragiri Andhra Pradesh-517101	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	07-03-2008	FAD	Operative
10.	6670378	Vidata Mineral Water S.No.79, Pathuru Cross Road, NH 5, Guntur Tadepali Andhra Pradesh-522501	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	07-03-2008	FAD	Operative
11.	6670479	Suzuki Foods & Beverages Industries S.No.810/2, Nandiraju Thota, Guntur Baptla(M) Andhra Pradesh	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	07-03-2008	FAD	Operative
12.	6674285	Sri Dheeraj Ramya Industries Navlok Gardens Opp. Vidyavihar School Nellore Rural Mandal Nellore District Nellore Andhra Pradesh	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	14-03-2008	FAD	Operative
13.	6669292	R.M. Industries R.M. Purifide Drinking Water LIG 64, New Housing Board Colony Savargaon Adilabad Andhra Pradesh	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	06-03-2008	FAD	Operative
14.	6668896	Balaji Aqua Products Opp:Ayyappaswamy Temple, R.S.No.512/2, Velvadam, Myalavaram Mandal Krishna Andhra Pradesh-521230	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	06-03-2008	FAD	Under stop Marking
15.	6671582	Sahara Aqua Products H.No.4/2-20-6-5 Indira Nagar Extension Madanapalle Chittor madanapalle Andhra Pradesh	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	11-03-2008	FAD	Operative
16.	6668593	Varun Water Industries Plot No.26, Opp.Kumari Ice Company, Industrial Estate Guntur Narsaropet Andhra Pradesh-522 601	05-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	05-03-2008	FAD	Operative
17.	6678596	Bhaskari Electrical Systems Pvt. Ltd Plot No.D-98/B, Phase-I IDA, Jeedimetla Rangareddi Hyderabad Andhra Pradesh	07-03-2007	IS 3017 : 1985 Thermostats for use with electric water heaters	20-03-2008	ETD	Operative
18.	6668694	Sri Sudhavalli Food Products S/No.492 Industrial Estate Mydudur Road, Kuthapalli Panchayat, Cuddapah Proddatur Andhra Pradesh-516362	07-03-2007	IS 1008 : 2004 Hard boiled sugar confectionery	08-03-2008	FAD	Operative
19.	6669999	K.J.Industries R.S.No.176 Opp:Prakash Engineering Works Enikepadu Vill. Vijayawada Rural-521108 Krishna District Krishna Vijayawada Rural Andhra Pradesh-521108	08-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	07-03-2008	FAD	Operative



1	2	3	4	5	6	7	8
20.	6670984	Trinity Beverages Pvt. Ltd. 6-25, Survey No.202, Pati Ghanpur, Pathancheru Medak Pathancheru Andhra Pradesh-502300	09-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	08-03-2008	FAD	Operative
21.	6671481	Sri Sai Food & Beverages 6-130, Peta Gadda Nandalur Cuddapah Andhra Pradesh-516150	09-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	11-03-2008	FAD	Operative
22.	6671885	Vijay Industries Phase III, Shed No.4 J.A. Nagar Vijaywada-520007 Krishna Distt Krishna Vijaywada Andhra Pradesh-520007	09-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	12-03-2008	FAD	Operative
23.	6671986	Sri Indushekhara Beverages # 14-12/3, Hansanparthy S.No. 179, Warangal Andhra Pradesh	09-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	12-03-2008	FAD	Operative
24.	6672281	Kasturi Aqua Industries R.S.No.423/1 Sulthanagaram Machilipatnam-521001 Krishna Distt Krishna Machilipatnam Andhra Pradesh-521001	09-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	12-03-2008	FAD	Operative
25.	6673081	Sivaganga Purified Drinking Water #7/84 & 85, Jayanagar Colony, Chinna Chowk Cuddapah Kadapa Andhra Pradesh	09-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	14-03-2008	FAD	Operative
26.	6671077	R.S. Jewellers 9-36, Lalitha Nagar Beside Mega Cinema Theatre Dilsukhnagar Hyderabad Andhra Pradesh-500660	09-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	08-03-2010	MTD	Operative
27.	6671178	R.S. Jewellers 1-1-76 to 82 Beside Yashoda Hospital R.P. Road, Patny Centre Hyderabad Secunderabad Andhra Pradesh	09-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	08-03-2010	MTD	Operative
28.	6671279	Ruby Jewellers 11-5-2 to 7 & 11-5-603 to 50 Red Hills Nampally Hyderabad Andhra Pradesh-500028	09-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	08-03-2010	MTD	Operative
29.	6671380	Venkataramana Jewellers 20-12-143, Santha Bazaar Near Vegetable Market Prakasam Chirala Andhra Pradesh-523155	09-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	08-03-2010	MTD	Operative
30.	*6672786	Sri Prayas Industries H.No.2-239, Near Nalanda Degree College N.H.No.7, Dasnapoor (vii), Mavala Gram Panchayat Adilabad Andhra Pradesh	13-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	13-03-2008	FAD	Operative
31.	6672988	Sri Venkateswara Industries Sy.No.307/1G Gudipallipadu Village Allipuram Post Nellore Rural Main Nellore Distt Nellore Rural Andhra Pradesh	14-03-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	13-03-2008	FAD	Operative

1	2	3	4	5	6	7	8
32.	6673485	Janata Jewellers 14/16, Mandapala Street Nellore Andra Pradesh-524001	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
33.	6673586	Sri Balaji Jewellers 4-1-968/1, Abids Road Opp:Santosh Sapna Theatre Hyderabad Andra Pradesh-500001	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
34.	6673687	Santilal & Sons Jewellers 12/1617, Chinna Bazaar Nellore Andra Pradesh-524001	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
35.	6673788	Bombay Jewellers Shop No.3, Jai Hind Complex Rajagopalachari Street Krishna Vijaywada Andra Pradesh-520002	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
36.	6673889	Sree Mahaveer Jewellery House No. 32, Bazaar Street Chittoor Tirupati Andhra Pradesh-517501	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
37.	6673990	Musaddilal Sons 125, M.G. Road Parklane Hyderabad, Secunderabad Andhra Pradesh-500003	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
38.	6674083	Bombay Jewels Paradise 27-23-112, Rajagopalachari Street Opp: AMC Complex Krishna Vijayawada Andhra Pradesh-520002	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
39.	6674184	Harsh Jewellers 8-3-944/12/1&2 Ahmed Commercial Complex Ameerpet Hyderabad Andra Pradesh-500016	14-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	14-03-2010	MTD	Operative
40.	6672887	Tirupati Udyog Ltd. 8-2-629/1/a/3, II Floor Vish Bhavan, Road No. 12, Banjara Hills, Hyderabad-500034 Hyderabad Andhra Pradesh-500034	14-03-2007	IS 2830 : 1992 Carbon steel cast billet ingots, billets, blooms & slabs for re-rolling into steel for general structural purposes	13-03-2008	MTD	Operative
41.	6674386	Sri Sundaram Solar Solutions 8-2-70, Harshavardhan Colony Old Bowenpally Hyderabad, Secunderabad Andra Pradesh	14-03-2007	IS 12933 : Part I : 2000 Solar Flat Plate Collector - Part I requirements	14-03-2008	MED	Operative
42.	6678697	Challa Cables Pvt. Limited #5-246/9/2, H.P.C Road, Moosapet Rangareddi Hyderabad Andra Pradesh-500018	15-03-2007	IS 694 : 1990 PVC insulated cables for working voltages upto and including 1100 V.	20-03-2008	ETD	Operative
43.	6675186	Om Sai Beverages D.No.74-24-30/2 Edupugallu-521151 Kankipadu Mandal Krishna District Krishna Edupugallu Andhra Pradesh-521151	15-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	15-03-2008	FAD	Under Stop Marking
44.	6675287	TTK Industries Plot No.10-144/D, Yerramareddypalem Road Beside Industrial Estate Renigunta Road Tirupati-517507 Chittoor Tirupati Andhra Pradesh-517507	15-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	15-03-2008	FAD	Under Stop Marking

1	2	3	4	5	6	7	8
45.	6676087	Sri Sai Balaji Aqua Industries Opp: Central School Nallapadu Guntur-522005, Guntur District Guntur, Andhra Pradesh-522005	16-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	20-03-2008	FAD	Operative
46.	6684490	Sivani Traders Sy.No.259/2 Oguru-523105 Kandukur Mandal, Prakasam Distt. Prakasam, Oguru, Andhra Pradesh-523105	20-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	27-03-2008	FAD	Operative
47.	6679598	Thirumala Industries H.No.8-52/4, S.No.160/A Near Koti Lingala Temple Reddy Pallem, Gorre Kunta, Warangal, Andhra Pradesh	20-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-03-2008	FAD	Operative
48.	6685896	Aqua Choice Packaged Drinking Water #5-33A, Madhava Nagar, Rajiv Nagar Panchayat, Tirupati-517502 Chittoor District Chittoor, Tirupati Andhra Pradesh-518502	20-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	28-03-2008	FAD	Operative
49.	6686696	Sri Vijaya Lakshmi Aqua Products D.No.8/62, Narayanapuram Dachepally-522414 Guntur Distt Guntur Dachepally Andhra Pradesh-522414	20-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	29-03-2008	FAD	Operative
50.	6690687	Pawan Power & Telecom Ltd. Plot No.141/1, IDA Bollaram Narasapur Tq. Medak Hyderabad Andhra Pradesh-502325	21-03-2007	IS 14255 : 1995 Aerial Bunched Cables for working voltages upto and including 1100 volts	04-04-2008	ETD	Operative
51.	6681787	Chandana Brothers Textiles and Jewellery Pvt. Ltd. D.No.1-1-88 to 91 R.P. Road, Opp: Head Post Office Hyderabad, Secunderabad Andhra Pradesh-500003	23-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	25-03-2010	MTD	Operative
52.	6681888	Sita Jewellers 5-38, Tara Nagar, Lingampally, Near BHEL Rangareddi Hyderabad Andhra Pradesh-500050	23-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	25-03-2010	MTD	Operative
53.	6681989	Katta Jewellers 8-3-322, Main Bazar Anantapur Hindupur Andhra Pradesh-515201	23-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	25-03-2010	MTD	Operative
54.	6687799	Sai Sri Food & Aqua Products, D.No.274 Perecherla, Medikonduru Mandal Guntur, Distt. Guntur Perecherla, Andhra Pradesh	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	02-04-2008	FAD	Operative
55.	6688397	Sri Sai Beverages, #5-45/1, Parvatapur Village, Ghatkesar Mandal, Rangareddi, Andhra Pradesh	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	02-04-2008	FAD	Operative
56.	6685997	R K Beverages, Plot Nos. 52 & 54, Garudadri Nagar, Nandyal Road, Kurnool Andhra Pradesh-518002	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	28-03-2008	FAD	Operative

1	2	3	4	5	6	7	8
57.	6679699	Health Beverages, D.No.4-30-33/6,E.T. Colony Itha Nagar, Tenali-522201 Guntur Distt., Guntur, Tenali Andhra Pradesh-522201	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-03-2008	FAD	Under stop Marking
58.	6680078	S R S Mineral Products 9-68, T.B. Road, Guntakal-515801, Ananthapur Distt., Anantapur, Guntakal Andhra Pradesh-515801	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-03-2008	FAD	Operative
59.	6681282	Sri Bhargavi Beverages Industries H.No.EWSH-259, IInd Phase, Moula Ali Housing Board, Hyderabad-500040, Ranga Reddy, Distt. Rangareddi Hyderabad, Andhra Pradesh-500040	23-03-2007	IS 14543 : 2004 Package drinking water (other than packaged natural mineral water)	25-03-2008	FAD	Under stop Marking
60.	6681383	A.R Industries Plot No Block 32, Auto Nagar Hayat Nagar, Mandal, Rangareddi, Andhra Pradesh-500070	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	25-03-2008	FAD	Operative
61.	6681484	Tankasala Aqua Minerals #30-20-4, Elura Road, Near SER Centre, Enikepadu, Vijayawada Rular Mandal-521 108 Krishna Distt. Krishna Vijayawada Andhra Pradesh-521108	23-03-2007	IS 14543 : 2004 Package drinking water (other than packaged natural mineral water)	25-03-2008	FAD	Operative
62.	6681585	M S S Beverages No.25-88, Gollaguda Subash Nagar, Tirumalagiry Rangareddi Secunderabad Andhra Pradesh-500015	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	25-03-2008	FAD	Operative
63.	6685391	Krishna Kayva Hygene Products Sy.No.773, Reddy Palle Atlur (M.D.), Kadapa Distt. Cuddapah Kadapa, Andhra Pradesh	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	28-03-2008	FAD	Operative
64.	6685492	S L V Enterprises, 2-72, Annojiguda Ghatkesar, Mandal Rangareddi, Andhra Pradesh	23-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	28-03-2008	FAD	Operative
65.	6682183	Sai Kishore Purifiers, 4-585, S.S. R. Nagar, Podili, Road, Darsi Prakasam Distt. Parkasam Dassi Andhra Pradesh	23-03-2007	IS 14543 : 2004 Package drinking water (other than packaged natural mineral water)	25-03-2008	FAD	Operative
66.	6682284	New Ganga Packege, Sy. No. 871, Near Potladurthi Bridge, Potladurthi Village, Yeraguntla Mandal, Kadapa, Distt. Cuddapah Potladurthi, Andhra Pradesh	23-03-2007	IS 14543 : 2004 Package drinking water (other than packaged natural mineral water)	26-03-2008	FAD	Operative
67.	6683791	Devashree Ispat (P) Ltd. Survey No.460, Ellikatta (V) Farroq Nagar, Mandal Shadnagar, Tq. Mahbubnagar, Mahaboobnagar, Andhra Pradesh	27-03-2007	IS 1786 : 1985 High Strength deformed steel bars and wires for concrete reinforcement	26-03-2008	CED	Operative

1	2	3	4	5	6	7	8
68.	6686090	Lalitha Jewellers, Shop No.25, Municipal Complex, Subhash Road, Near Clock Tower, Anantapur, Andhra Pradesh-515001	28-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	28-03-2010	MTD	Operative
69.	6686191	S. V. Jewellers, D.No. 11-49-348, Sivalayam Street, Krishna Vijayawada Andhra Pradesh-520001	28-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	28-03-2010	MTD	Operative
70.	6685795	Vinayaka Jewellers, 4-1-293, Post Office Road, Karimnagar, Andhra Pradesh-505001	28-03-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/artefacts- fineness and marking	28-03-2010	MTD	Operative
71.	6685593	A.P. Water Testing, Equipment Company, Plot No.43/A, S.V. Co-Op. Industrial Estate, Hyderabad Balanagar, Andhra Pradesh-500037	28-03-2007	IS 11673 : 1992 Sodium Hypochlorite Solution	28-03-2008	CHD	Operative
72.	6685290	Sai Sri Industries, Plot No. 139, 146 & 147 Industrial Estate Giddaluru, Prakasam, Distt. Prakasam, Giddaluri, Andhra Pradesh	28-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	27-03-2008	FAD	Operative
73.	6686797	Jetty Pharma Industries, D.No.8-38-3 RTC Colony Road, Sy. No.143, Vivekanand Nagar Kothapeta, Chirala-523157 Vetapalem Mandal Prakasam Distt., Prakasam Chirala, Andhra Pradesh-523157	30-03-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	29-03-2008	FAD	Operative

## अप्रैल 2007

क्रम सं.	लाइसेंस सं.	लाइसेंसधारी का नाम व पता	स्वीकृत करने की तिथि वर्ष/ माह	भा मा संख्या	भारतीय मानक शीर्षक	वर्ष वैधता	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6688498	श्री विष्णु एन्टरप्राइजेस, 110/383, अशोक नगर, नेल्लोर रोड, बडवेल-516227, आंध्र प्रदेश	2-4-2007	14543:2004	पैकेजबंद पेय जल(पैकेजबंद प्राकृतिक मिनरल जल के आलावा)	3-4-08	एफ ए डी	परिचालित
2.	6691386	श्री बालाजी बाटलर्स 6-3187/1/बी, प्लॉट नं. 8 जै नगर कालोनी, न्यू बोडगुडा हैदराबाद, सिकंदराबाद-500380	2-4-2007	14543:2004	पैकेजबंद पेय जल(पैकेजबंद प्राकृतिक मिनरल जल के आलावा)	8-4-08	एफ ए डी	परिचालित
3.	6690889	श्री भधिरथा इंडस्ट्रिज एच नं. 1-216/1, मारुती नगर, आदिलाबाद मोंचिरियल आंध्र प्रदेश-504208	2-4-2007	14543:2004	पैकेजबंद पेय जल(पैकेजबंद प्राकृतिक मिनरल जल के आलावा)	4-4-08	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
4.	6691184	सूर्या तेजा आखवा मिनरलस सर्वे नं.1006, 1008,778 तंगेडा रोड, दाचेपल्ली पोस्ट एंड मंडल गुंटूर जिला, गुंटूर आंध्र प्रदेश-522414	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	8-4-08	एफ ए डी	परिचालित
5.	6691285	गौतमी इंडस्ट्रिस प्लॉट नं. 50, इलेक्ट्रानिक्स कॉम्प्लेक्स(एक्सटेंशन) कुशईगुडा, हैदराबाद रंगा रेड्डी, आंध्र प्रदेश-500062	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	8-4-08	एफ ए डी	परिचालित
6.	6690778	मंजीरा आखवा प्राइवेट्स डोर नं. 3-61, के.आर.ऑफ हबिबुल्ला पेदापालाकल्लूरु विलेज गुंटूर, गुंटूर रूरल आंध्र प्रदेश	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	4-4-08	एफ ए डी	परिचालित
7.	6691487	एस एम वी डी आर वी प्रौ नं.5-35/234, दुर्गरशक्तीपीठम कुकटपल्ली, बालानगर मंडल रंगा रेड्डी जिला, कुकटपल्ली, आंध्र प्रदेश	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	8-4-08	एफ ए डी	परिचालित
8.	6691588	सी एम इंडस्ट्रिस चिलाकुर, चिलाकुर मंडल गुंटूर, नेल्लोर जिला, नेल्लोर	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	8-4-08	एफ ए डी	परिचालित
9.	6691891	जी एम अमरेशवरप्पा आखवा इंडस्ट्रिस एच नं. 1/1917, गांधी नगर कर्नूल, एम्मिगानूर-518360 आंध्र प्रदेश	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	8-4-08	एफ ए डी	परिचालित
10.	6692287	श्री सुजाला बीवरेजेस सर्वे नं. 54, 66 श्री निवासपुर, महबूबनगर वनापती, आंध्र प्रदेश-509103	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	9-4-08	एफ ए डी	परिचालित
11.	6700563	श्री बालाजी इंडस्ट्रिस एच नं.1-195/1, चिंताहनु रोड भिमावरम(वि), हसनपती (एम) वरंगल, आंध्र प्रदेश-504208	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	22-4-08	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
12.	6694695	श्री साई इंडस्ट्रिस एच.नं.12-8-312, हन्टर रोड कडापा, पुलिवेंडला आंध्र प्रदेश-516390	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	15-4-08	एफ ए डी	परिचालित
13.	6695394	धरणी एन्टरप्राइजेस 9/20, डिग्री कालेज रोड कडापा, पुलिवेंडला आंध्र प्रदेश-516390	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	15-4-08	एफ ए डी	परिचालित
14.	6695495	विरामदरेशवरा फुड एंड बीकैरेजेस नं.16-11-16/बी/3/ए आर टी ए कार्यालय के पीछे प्रशांतनगर, हैदराबाद मूसारमबाग, आंध्र प्रदेश	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	15-4-08	एफ ए डी	परिचालित
15.	6695596	भानु इंडस्ट्रिस सर्वे नं.161/ए, पेछदाकोटाला (जी पी) कर्नूल, नंध्याल मंडल आंध्र प्रदेश	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	26-4-08	एफ ए डी	परिचालित
16.	6702365	जै गणेश वाटर सप्लायर्स डोर नं.161/287-सी, अरविंद नगर, पामुरी, अनंतपुर आंध्र प्रदेश	5-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	26-4-08	एफ ए डी	परिचालित
17.	6695697	गोदावरी आखवा मिनरलस सर्वे नं. 206, हनुमान नगर आदिलाबाद मंचिरियल आंध्र प्रदेश-504208	10-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	16-4-08	एफ ए डी	परिचालित
18.	6696396	श्री लक्ष्मी प्रसन्ना इंडस्ट्रिस एच नं.28-1-3200/1, काल्टेक्स एरिया बेल्लमपल्ली आदिलाबाद आंध्र प्रदेश-516390	10-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	17-4-08	एफ ए डी	परिचालित
19.	6696497	साई इंडस्ट्रिस पेकेजड ड्रिंकिंग वाटर सर्वे नं.136, चिंताकुटा करिमनगर, आंध्र प्रदेश	10-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	17/4/08	एफ ए डी	परिचालित
20.	6692388	श्री साई बालाजी इंडस्ट्रिस डोर नं.283, पेरिचेरला मेडिकोडूरु मंडल गुंटूर जिला, गुंटूर आंध्र प्रदेश-522009	10-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	9-4-08	एफ ए डी	परिचालित
21.	6696598	श्री विजया इंडस्ट्रिस डोर नं.10-1-20 बालाजी राव पेट, पहली लेन ऑंगोल-523001 प्रकासम आंध्र प्रदेश	11-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के आलावा)	17-4-08	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
22.	6694797	मेसर्स रामनाथ ऑंकारमाल स्टिल रोलिंग मिल्स (प्रा.) लि. सर्वे नं. 115/2/ए/ए, तिगापुर विलेज आई डी ए, कोतूर मेहबूबनगर, आंध्र प्रदेश	11-4-2007	1786:1985	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड और तार	17-4-08	एस एम डी	परिचालित
23.	6697196	गोल्डेन ज्वेलरी 12/1082, चिन्ना बाजार नेल्लोर, आंध्र प्रदेश-524001	16-4-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	17-4-2010	एम टी डी	परिचालित
24.	6700268	विज टेक्नालाजीस डी-143, फेज 3 आई डी ए, जिडिमेटला रंगा रेड्डी, हैदराबाद, आंध्र प्रदेश	16-4-2007	13340:1993	पावर कंपैसिटर ऑफ सेल्फ- हिलिंग टाइप ए.सी. पावर सिस्टमस 650 वोल्टेज की सीमा तक दर रखते हुए	18-4-08	ई टी डी	परिचालित
25.	6700462	गुड एर्त एवेन्यूस (प्रा.) लि. डोर नं. 26/2/2796, नियर डाइवर्स कालनी नेल्लोर पादुरू पल्ली, आंध्र प्रदेश	16-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	18-4-08	एफ ए डी	परिचालित
26.	6700159	संगामेश्वरा पेकेजड ड्रिंकिंग वाटर सर्वे नं. 258/ 45ए कॉडामडुगु विलेज आंध्र प्रदेश-508126 राजुपालेम मंडल, गुंटूर, आंध्र प्रदेश	16-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	18-4-08	एफ ए डी	परिचालित
27.	6697297	पुणीता एन्टरप्राइजेस डोर नं. 3-16/1, आपो: आरसीएम स्कूल एफ सी आई गोडाउन के पीछे अटापाका-521333 कैकालूर मंडल, कृष्ण जिला आंध्र प्रदेश-521333	17-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	17-4-08	एफ ए डी	चिन्ह निषेध में है
28.	6701262	वाटर सोल्यूषन कम्पनी नियर आई सी आई गोदाम जनापल्ली रोड, अर्सापल्ली निजामाबाद आंध्र प्रदेश-503186	17-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-4-08	एफ ए डी	परिचालित
29.	6700361	हिमानी आखचा मिनरलस आपो: रामाकृष्ण सिनेमा थिएटर पेटासन्नेगंडला पी ओ: 522614 कारमपुडी मंडल, गुंटूर आंध्र प्रदेश	17-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	18-4-08	एफ ए डी	परिचालित



1	2	3	4	5	6	7	8	9
30.	6705169	एम डी इंडस्ट्रिस सर्वे नं. 806/1, साईबाबापेटा न्यू हस्पताल रोड नंदीकोत्तूर मंडल कर्नूल, आंध्र प्रदेश	17-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	7-5-08	एफ ए डी	परिचालित
31.	6703670	एन आर सी इंडस्ट्रिस संदीपेटा विलेज श्रीसैलम मंडल कर्नूल-518102 आंध्र प्रदेश-518102	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	3-5-08	एफ ए डी	परिचालित
32.	6702971	वंदना इंडस्ट्रिस एच नं. 5/82/5, दुलापल्ली विलेज रंगा रेड्डी, हैदराबाद आंध्र प्रदेश	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	30-4-08	एफ ए डी	परिचालित
33.	6700664	रम्या बीवरेजेस एंड डिसटिलरीस (प्रा.) लि. एच नं. 7-1-307/14/ जी/सी/11 बी के गुडा, लिंगथ्था नगर हैदराबाद, सनतनगर, आंध्र प्रदेश	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-4-08	एफ ए डी	परिचालित
34.	6701161	वेंकटेशवर फूड प्राडक्ट्स प्लॉट नं. 20, स्ट्रीट नं. 4 आई डी ए, मल्लापूर रंगा रेड्डी, हैदराबाद, आंध्र प्रदेश-500076	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-4-08	एफ ए डी	परिचालित
35.	6701666	स्वर्णा मिनि ड्रिंकिंग वाटर एम.पी डी ओ कार्यालय के पीछे विनुकोंडा टाउन 504208 गुंटूर जिला, विनुकोंडा आंध्र प्रदेश	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	23-4-08	एफ ए डी	परिचालित
36.	6701767	श्री लक्ष्मी नरसिंहा प्युरिफाइड ड्रिंकिंग वाटर सर्वे नं. 64/2, चेन्नुपाडु-523111 पोन्नालुरू मंडल प्रकासम जिला प्रकासम, आंध्र प्रदेश-523111	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	24-4-08	एफ ए डी	परिचालित
37.	6702062	एस एम आर बीवरेजेस एच नं. 1-10-25, कुशइगुडा रंगा रेड्डी, हैदराबाद, आंध्र प्रदेश-500062	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	26-4-08	एफ ए डी	परिचालित
38.	6702163	श्री सूर्या एन्टरप्राइजेस डोर नं. 7-136 एन एच 5, जी टी रोड मार्तूर-523301 प्रकासम जिला, प्रकासम आंध्र प्रदेश	23-4-2007	14543:2004	पेकेजबंद पेय जल(पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	26-4-08	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
39.	6701363	त्रिभुवनदास भिमजी जवेरी 70, ग्रिनलैंड, पंजागुट्टा हैदराबाद आंध्र प्रदेश -500082	23-4-2007	1417 : 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	23/4/2010	एम टी डी	परिचालित
40.	6701464	देवी ज्वेलर्स 7-1-58/3, आपो: विजय टेक्सटाईल्स सुरेखा चेम्बर्स, नियर लाल बंडगलो अमिरपेट हैदराबाद आंध्रा प्रदेश-500073	23-04-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	23/4/2010	एम टी डी	परिचालित
41.	6701565	रमेश ज्वेलर्स 7-1-746, मार्केट स्ट्रीट हैदराबाद सिकंदराबाद आंध्रा प्रदेश-500003	23-04-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	23/4/2010	एम टी डी	परिचालित
42.	6702264	श्री बालाजी पाइप इंडस्ट्रिस प्लॉट नं. 30, आई डी ए कामा रेड्डी निजामाबाद आंध्रा प्रदेश-503111	26-04-2007	4984:1995	पानी की आपूर्ति के लिए उच्च घनत्व वाले पॉलिएथिलीन पाइप	26/04/2008	सी ई डी	परिचालित
43.	6704167	एस वी इंडस्ट्रिस 3-10-340, 11 बस डिपो के पीछे, न्यालकल रोड, निजामाबाद, आंध्रा प्रदेश	30-04-2007	14543:2004	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	03/05/2008	एम ए डी	परिचालित
44.	6704470	साईबाबा फूड्स एंड बीवरेजेस 1-2-28/डी 4-ए, सोफी नगर, एन एच, आदिलाबाद, निर्मल आंध्रा प्रदेश	30-04-2007	14543:2004	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	03/05/2008	एफ ए डी	परिचालित
45.	6705674	पोन्नोलु फूड प्राडक्ट्स सर्वे नं. 598, नियर पंचामुखा आँजानेया टेम्पल चेम्मुनियापेटा कडापा आंध्रा प्रदेश-516001	30-04-2007	14543:2004	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	09/05/2008	एफ ए डी	परिचालित

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S. No.	CML No.	Licensee Name & Address	GOL Date	IS No. & Product	Validity	Division	Status	Remarks
1	2	3	4	5	6	7	8	9
1.	6688498	Sri Vishnu Enterprises 110/383, Ashok Nagar Nellore Road Badvel-516227 Kadapa District Cuddapah Badvel Andhra Pradesh 516227	02-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	03-04-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
2.	6691386	Sri Balaji Bottlers 6-3187/1B, Plot No. 8 Jai Nagar Colony, New Boiguda Hyderabad Secunderabad Andhra Pradesh- 500380	02-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-04-2008	FAD	Operative	
3.	6690889	Baghiratha Industries H. No. 1-216/1, Maruthi Nagar, Adilabad, Mancherla Andhra Pradesh- 504208	02-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	04-04-2008	FAD	Operative	
4.	6691184	Surya Teja Aqua Minerals, Sy. No. 1006, 1008, 778 Tangeda Road Dachepalli Post & Mandal Guntur District-522414 Guntur Dachepalli Andhra Pradesh- 522414	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-04-2008	FAD	Operative	
5.	6691285	Gowtami Industries Plot No. 50, Electronics Complex (Extn.), Kushaiguda Rangareddi, Hyderabad, Andhra Pradesh- 500062	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-04-2008	FAD	Operative	
6.	6690788	Manjira Aqua Product, D. No. 3-61/C/o Shaik Habibulla Pedapalakaluru Village, Guntur, Guntur Rural, Andhra Pradesh	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	04-04-2008	FAD	Operative	
7.	6691487	SMVDRO PRO 5-35/234, Durga- shaktipeetan Kukatpally Balanagar Mandal, Ranga Reddy District, Rangareddi Kukatpally, Andhra Pradesh	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-04-2008	FAD	Operative	
8.	6691588	C.M Industries Chillakur Chillakur Mandal Gudur, Nellore District Nellore Chillakur Andhra Pradesh	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-04-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
9.	6691891	G. M Amareswarappa Aqua Industries H. No. 1/1917, Gandhinagar Kurnool, Yemmiganur Andhra Pradesh 518360	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-04-2008	FAD	Operative	
10.	6692287	Sri Sujala Bevereges Survey No. 54 & 66 Srinivaspur Mahbubnagar Wanaparthi Andhra Pradesh 509103	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	09-04-2008	FAD	Operative	
11.	6700563	Sri Balaji Industries H. No. 1-195/1, Chinthahattu Road, Bheemaram (V), Hasanparthi (M) Warangal, Andhra Pradesh 504208	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-04-2008	FAD	Operative	
12.	6694695	Sri Sai Industries, H. No. 12-8-312, Hunter Road, Warangal Andhra Pradesh 506002	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	15-04-2008	FAD	Operative	
13.	6695394	Dharani Enterprises 9/20-1, Degree College Road, Cuddapah Pulivendula Andhra Pradesh 516390	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	15-04-2008	FAD	Operative	
14.	6695495	Veerabhadreshwara Food & Beverages #16-11-16/V/3/A, Beside RTA Office Prashanth Nagar, Hyderabad Moosarambagh Andhra Pradesh	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	15-04-2008	FAD	Operative	
15.	6695596	Bhanu Industries S. No. 161/1A, Peddakottala (GP) Kurnool Nandyal Mandal Andhra Pradesh	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-04-2008	FAD	Operative	
16.	6702365	Jai Ganesh Water Suppliers, D. No. 11/287-C, Aravind Nagar, Pamurai, Anantapur Andhra Pradesh	05-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	26-04-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
17.	6695697	Godhavari Aqua Minerals Sy. No. 206, Hanuman Nagar Adilabad, Mancherial Andhra Pradesh 504208	10-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	16-04-2008	FAD	Operative	
18.	6696396	Sri Laxmi Prasanna Industries H. No. 28-1-3200/1, Caltex Area, Bellampalli Adilabad Andhra Pradesh	10-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-04-2008	FAD	Operative	
19.	6696497	Sai Industries Packaged Drinking Water Sy. No. 136, Chinthakunta Karimnagar Andhra Pradesh	10-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-04-2008	FAD	Operative	
20.	6692388	Sri Balaji Industries D. No. 283, Perecherla-522009 Medikonduru Mandal Guntur District Guntur Perecherla, Andhra Pradesh 522009	10-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	09-04-2008	FAD	Operative	
21.	6696598	Vijaya Industries D. No. 10-1-20 Balaji Rao Pet, 1st Lane Ongole-523001 Prakasam District Prakasam Ongole Andhra Pradesh 523001	11-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-04-2008	FAD	Operative	
22.	6694796	M/s Ramnath Onkarmal Steel Rolling Mills Pvt. Ltd, Sy. No. 115/2/A/A Teegapur Village IDA, Kothur Mahbubnagar Andhra Pradesh	11-04-2007	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	15-04-2008	CED	Operative	
23.	6697196	Golden Jewellery 12/1082, Chinna Bazaar Nellore Andhra Pradesh 524001	16-04-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	17-04-2010	MTD	Operative	
24.	6700260	Viz Technologies (P) Ltd. D-143, Phase III IDA, Jeedimetla Rangareddi Hyderabad Andhra Pradesh 500055	16-04-2007	IS 13340 : 1993 Power capacitors of self-healing type for ac power systems having rated voltage up to 650	18-04-2008	ETD	Operative	

1	2	3	4	5	6	7	8	9
25.	6700462	Good Earth Avenues (P) Limited D. No. 26/2/2796, Near Drivers Colony, Mellore paduru palli Andhra Pradesh	16-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	18-04-2008	FAD	Operative	
26.	6700159	Sangameswara Packaged Drinking Water Sy. No. 258/45 A Kondamandugu Village Rajupalem Mandal Guntur District Guntur Kondamadugu Village Andhra Pradesh	16-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	18-04-2008	FAD	Operative	
27.	6697297	Punitha Enterprises D. No. 3-16/1, Opp. R.C.M. School, Beside FCI Godown Atapaka-521333 Kaikalur Mandal Krishna District Krishna Kaikalur Andhra Pradesh 521333	17-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-04-2008	FAD	Under Stop Marking	
28.	6701262	Water Solution Company Near ICI Godown Jannapally Road Arsapally Nizamabad-503186 Nizamabad Andhra Pradesh 503186	17-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	23-04-2008	FAD	Operative	
29.	6700361	Himani Aqua Minerals Opp. Ramakrishna Cinema Theatre Petasannegandla P.O.-522614 Karampudi Mandal Guntur District Guntur Karampudi Andhra Pradesh 522614	17-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	18-04-2008	FAD	Operative	
30.	6705169	M D Industries S. No. 806/1, Saibabapeta, New Hospital Road Nandikottur Mandal Kurnool Andhra Pradesh	17-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	07-05-2008	FAD	Operative	
31.	6703670	N R C Industries Sundipeta Village Srisailam Mandal Kurnool Andhra Pradesh-518102	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	03-05-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
32.	6702971	Sri Vandana Industries H.No. 5-82/5, Doolapally Village Rangareddi Hyderabad Andhra Pradesh	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	30-04-2008	FAD	Operative	
33.	6700664	Ramya Beverages & Distilleries (P) Limited H.No. 7-1307/14/G/C/111 B. K. Guda, Lingaiah Nagar, Hyderabad Sanathnagar Andhra Pradesh	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-04-2008	FAD	Operative	
34.	6701161	Venkateshwara Food Products Plot No. 20, Street No. 4 IDA, Mallapur Rangareddi, Hyderabad Andhra Pradesh 500076	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	23-04-2008	FAD	Operative	
35.	6701666	Swarna Mini Drinking Water D. No. 25-6 Behind MPDO Office Vinukonda Town- 504208 Guntur District Guntur Vinukonda Andhra Pradesh 504208	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	23-04-2008	FAD	Operative	
36.	6701767	Sri Lakshmi Narasimha Purified Drinking Water S. No. 64/2 Chennupadu-523111 Ponnaluru Mandal Prakasam District Prakasam Chennupadu Andhra Pradesh 523111	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)-	24-04-2008	FAD	Operative	
37.	6702062	S M R Beverages H.No. 1-10-25, Kushaiguda, II Foor, Rangareddi, Hyderabad Andhra Pradesh 500062	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	26-04-2008	FAD	Operative	
38.	6702163	Sri Surya Enterprises D.No. 7-136 N. H. 5, G. T. Road, Martur-523301 Prakasam District Prakasam Martur Andhra Pradesh 523301	23-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	26-04-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
39.	6701363	Thribhovandas Bhimji Zaveri 70, Greenland Road Punjagutta Hyderabad Andhra Pradesh 500082	23-04-2007	IS 1417 : 1999 Gold and gold alloys, Jewellery/ artefacts-fineness and marking	23-04-2010	MTD	Operative	
40.	6701464	Devi Jewellers 7-1-58/3 Opp: Vijay Textiles Surekha Chambers, Near La Bunglow Ameerpet Hyderabad Andhra Pradesh 500073	23-04-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	23-04-2010	MTD	Operative	
41.	6701565	Ramesh Jewellers 7-1-746, Market Street Hyderabad Secunderabad Andhra Pradesh 500003	23-04-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	23-04-2010	MTD	Operative	
42.	6702264	Sri Balaji Pipe Industries Plot No. 30, IDA, Kamareddy Nizamabad Andhra Pradesh 503111	26-04-2007	IS 4984 : 1995 High density polyethylene pipes for potable water supplies	26-04-2008	MTD	Operative	
43.	6704167	S.V. Industries 3-10-340 Beside II Bus Depot Nyalkal Road Nizamabad Nizamabad Andhra Pradesh	30-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	03-05-2008	FAD	Operative	
44.	6704470	Sai Baba Foods & Beverages 1-2-28/D4-A, Sofi Nagar N.H. Adilabad Nirmal Andhra Pradesh 504106	30-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	03-05-2008	FAD	Operative	
45.	6705674	Ponnolu Food Products Sy. No. 598 Near Panchamukha Anjaneya Temple Chemmuniyapet Cuddapah Andhra Pradesh 516001	30-04-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	09-05-2008	FAD	Operative	



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क्रम सं.	लाईसेंस सं.	लाईसेंस धारी का नाम व पता	स्वीकृत करने की तिथि वर्ष/ माह	भा मा सं.	भारतीय मानक शीषर्क	वर्ष वैधता	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6704571	सिद्धि विनायाका इंडस्ट्रिस सर्वे नं. 524/4बी, ए जी नगर मदानापल्ली रोड रायाचोटी-516269 कडापा जिला, कडापा आंध्र प्रदेश	3-5-2007	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	3-5-2008	एफ ए डी	परिचालित
2.	6705371	श्री सलुरू आखवा मिनरलस सर्वे नं. 1-1सी 2 एस एस एस हस्पताल के पीछे प्रशांतीग्राम, बीडुपल्ली अनंतपूर, पुटापती आंध्र प्रदेश-515134	3-5-2007	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	8-5-2008	एफ ए डी	परिचालित
3.	6704268	रूपा आखवा इंडस्ट्रिस डोर नं. 17/65, गोनेगन्डला रोड रायाचोटी-516269 एम्मिगानूर कर्नूल आंध्र प्रदेश	3-5-2007	14543:2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	3-5-2008	एफ ए डी	परिचालित
4.	6703569	बालाजी आखवा इंडस्ट्रिस पटिगारी स्ट्रीट चेन्नूर, कडापा आंध्र प्रदेश	3-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	3-5-2008	एफ ए डी	परिचालित
5.	6704369	साईशिवा बीवेरेजेस 1-5, धोलारी धनी के पीछे मालाकुंटा बावी हकिमपेट के जरिए रंगा रेड्डी आंध्र प्रदेश-500014	4-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	3-5-2008	एफ ए डी	परिचालित
6.	6704066	श्री लक्ष्मी आखवा फ्रेश डोर नं. 5-8-6/6 नागार्जुना नगर सत्तेनापल्ली विलेज एंड मंडल गुंटूर जिला, गुंटूर आंध्र प्रदेश-516269	4-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	3-5-2008	एफ ए डी	परिचालित
7.	6705573	सुनीता एन्टरप्राइजस सर्वे नं. 1134 वी पी आर कछिद्रंगा रेलवे, कोडूर कडापा आंध्र प्रदेश-515134	4-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	3-5-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
8.	6705063	आर वी बीवरेजेस प्लाट नं. 2, क्लाक नं. 63 अमिनपूर विलेज पटानचेरू मंडल, मेडक आंध्र प्रदेश-502032	4-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के आलावा)	8-5-2008	एफ ए डी	परिचालित
9.	6705977	प्रवीण इंजनियरिंग इंडस्ट्रिस प्लाट नं. 22, एच नं. 5-5-252/3 दुर्गशक्तीपीठक कालोनी, कुकरपल्ली, रंगा रेड्डी आंध्र प्रदेश-500037	4-5-2007	0374: 1979	छत के बिजली के पंखे और रेगुलेटर	13-5-2008	ई टी डी	परिचालित
10.	6706070	महर्शी एल्लायस (प्रा.) लिमिटेड मधुगिरी रोड मोडा विलेज हिन्दुपूर, अनंतपुर आंध्र प्रदेश-515212	7-5-2007	1786: 1985	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	13-5-2008	एस एम डी	परिचालित
11.	6705775	बनारी इंडस्ट्रिस डोर नं. 3-1 पंचायत कार्यालय रोड गुंगूरू, विजयवाड़ा- 521139, कृष्ण जिला आंध्र प्रदेश	7-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	9-5-2008	एफ ए डी	परिचालित
12.	6710566	एस जे एन्टरप्राइजेस न्यू बैपास रोड कुप्पम-517425 चित्तूर जिला आंध्र प्रदेश	7-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	21-5-2008	एफ ए डी	परिचालित
13.	6711972	विनस आखवा मिनरलस आर एस नं. 128/9, एन एच 5 मेन रोड, तेलाप्रोलु-521109 उंगुदूर मंडल, कृष्ण जिला आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	27-5-2008	एफ ए डी	परिचालित
14.	6710970	सुरक्षा इंडस्ट्रिस एच नं. 1-72/2, गंधे राडी क्यातनपल्ली आदिलाबाद, मंडामुररी आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-5-2008	एफ ए डी	परिचालित
15.	6711063	रेणू आखवा टेख सर्वे नं. 1/1, तेनाबंडा रेवेन्यू पी कोतूर विलेज पट्टमपल्ली पोस्ट चित्तूर मंडल एंड जिला चित्तूर, आंध्र प्रदेश-516269	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22-5-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
16.	6711164	आर के इंडस्ट्रिस सर्वे नं. 81/1, मुलागुंटापाडु- 523 101 सिंगारायाकॉडा प्रकासम जिला आंध्र प्रदेश-523101	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक, मिनरल जल के अलावा)	22-5-2008	एफ ए डी	परिचालित
17.	6707173	श्री बालाजी एन्टरप्राइजेस सर्वे नं. 64/1ए, बावीलाला नगर अच्चमपेट रोड सत्तेनापल्ली-522403 गुंटूर जिला, गुंटूर आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14-5-2008	एफ ए डी	परिचालित
18.	6707274	साई सुजाला इंडस्ट्रिस तुम्मूरू मंडल नायाडुपेट्टा मंडल नेल्लोर जिला आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14-5-2008	एफ ए डी	परिचालित
19.	6708680	श्री साई बालाजी बीवेरेजेस सर्वे नं. 229, कुलाबगूर पोस्ट एंड विलेज संगा रेड्डी, मेडक आंध्र प्रदेश-518102	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	17-5-2008	एफ ए डी	परिचालित
20.	6708882	आदित्या इंडस्ट्रिस 2007 सर्वे नं. 131, मर्कापूर रोड एर्रागुंडला पालेम विलेज एंड मंडल-523327 प्रकासम आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	17-5-2008	एफ ए डी	परिचालित
21.	6708983	विजाया वाटर प्राडक्ट्स रविपाडु रोड नरसारावपेट्टा मंडल गुंटूर जिला, गुंटूर आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	17-5-2008	एफ ए डी	परिचालित
22.	6708377	कार्तीकेया आखवा इंडस्ट्रीस नं. 18-6/15, गुंडेपेडीवारी ट्रिट सत्तेनापल्ली-522403 गुंटूर आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	15-5-2008	एफ ए डी	परिचालित
23.	6708478	गंगा वाटर्स डोर नं. 19/74ए अम्मावारी तोटा न्यूजवीड आंध्र प्रदेश-521201	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	16-5-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
24.	6706676	प्रसन्नोजनेया पैकेज्ड ड्रिंकिंग वाटर सर्वे नं. 670, कलावाकूरू विलेज, अदन्की मंडल प्रकासम जिला आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	13-5-2008	एफ ए डी	परिचालित
25.	6706777	आखवा टेख डोर नं. 22-30, साईपुरम कालनी गोल्लापूडी विजायावाडा रूरल कृष्णा जिला आंध्र प्रदेश	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	13-5-2008	एफ ए डी	परिचालित
26.	6706979	श्री लक्ष्मी श्रिनिवासा इंडस्ट्रीस डोर नं. 6-99 बी सत्यानारायणापुरम पामूर विलेज एंड मंडल प्रकासम जिला आंध्र प्रदेश-504208	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14-5-2008	एफ ए डी	परिचालित
27.	6708276	श्री बालाजी टी एम टी राड मिल्स सर्वे नं. 193ए, लक्ष्मीपुरम-बी ओ ए/डब्लू उलिडाकोंडा-एस ओ अस्वतापुरम (वी) कर्नूल आंध्र प्रदेश-518218	14-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	15-5-2008	एफ ए डी	परिचालित
28.	6708579	गोल्ड वरल्ड शाप नं. 1-29/1, कौस्तुब टवर्स सी टी वो कालनी कोत्तापेटा रंगा रेड्डी, हैदराबाद, आंध्र प्रदेश	14-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहरांकन	16-5-2008	एम टी डी	परिचालित
29.	6709783	विशाखा इंडस्ट्रिज लिमिटेड आजबेस्टास सीमेंट डिविजन जुज्जूरू विलेज विरुलापाडु मंडल कृष्णा जिला आंध्र प्रदेश	14-5-2007	0459:1992	एस्बेस्टॉस सीमेंट की नालीदार और अर्ध-नालीदार सीमेंट की चद्दरों की विशिष्टि	20-5-2007	सी ई डी	परिचालित
30.	6708175	महाशिव शक्ती स्टिल रोलिंग मिल्स (प्रा.) लिमिटेड नं. 22-6-206, पत्तरधट्टी हैदराबाद आंध्र प्रदेश-500002	15-5-2007	1786: 1985	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	15-5-2008	एस एम डी	परिचालित

1	2	3	4	5	6	7	8	9
31.	6707072	जी पी आई हैदराबाद 6-6-76 बी कट्टेडान रंगा रेड्डी, हैदराबाद आंध्र प्रदेश-500077	15-5-2007	12592: 2002	पूर्व ढलित कंक्रीट मैनहोल के ढक्कन व फ्रेम विशिष्ट	14-5-2008	सी ई डी	परिचालित
32.	6709985	राजलक्ष्मी ज्वेलर्स 4-1-1978, अबिदस हैदराबाद आंध्र प्रदेश	18-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	20-5-2010	एम टी डी	परिचालित
33.	6710061	मंगात्राई ज्वेलर्स 6-3-883, अबिदस हैदराबाद आंध्र प्रदेश	18-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	21-5-2010	एम टी डी	परिचालित
34.	6710162	श्री कमालालया ज्वेलर्स शाप नं. 17, ए एम सी कॉम्पलेक्स राजागोपालाचारी स्ट्रीट कृष्ण, विजयावाडा आंध्र प्रदेश	18-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	21-5-2008	एम टी डी	परिचालित
35.	6710667	खजाना ज्वेलरी प्रैक्टिस लि. डोर नं. 10-4-575/ए पी एम आर कॉम्पलेक्स मास्क रोड म्यूनिसिपल कार्यालय जंक्शन चित्तूर, तिरुपती आंध्र प्रदेश-517501	18-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	21-5-2008	एम टी डी	परिचालित
36.	6711568	श्री विजया वेंकटा रमणा ज्वेलरी मार्ट डोर नं. 23-1-343, गांधी रोड ऑगोल आंध्र प्रदेश-523001	18-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	23-5-2010	एम टी डी	परिचालित
37.	6717176	करुणा केबल्स लिमिटेड प्लॉट नं. 102-ए श्री वेंकटेश्वरा कोआपरेटिव इंडस्ट्रियल एस्टेट मेडक, आई डी ए, बोल्लारम (बी) आंध्र प्रदेश-502325	18-5-2007	398 (भाग 4) : 1994	एल्युमीनियम मिश्रधातु के चालक (एल्यू- मीनियम मैनीशियम सिलिकॉन टाइप)	13-6-2008	ई टी डी	परिचालित
38.	6709884	श्री वेंकटेश्वरा एन्टरप्राइजेस ए नारायणपुरम विलेज अनंतपुर मंडल अनंतपुर आंध्र प्रदेश-515001	18-5-2007	14543: 2004	पेकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के आलावा)	20-5-2008	एफ ए डी	परिचालित

1	2	3	4	5	6	7	8	9
39.	6712267	दुर्गा ज्वेलरी 2-4-45 एंड 94 अप्पर ग्राउंड फ्लोर एम जी रोड, नियर रामगोपालपेट पुलिस स्टेशन हैदराबाद, सिकंदराबाद आंध्र प्रदेश-500003	28-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	28-5-2010	एम टी डी	परिचालित
40.	6712368	वैभव ज्वेलर्स 7-2-714, शाप नं. 6 पहला मंजील पॉट मार्केट हैदराबाद, सिकंदराबाद आंध्र प्रदेश-500003	28-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	28-5-2010	एम टी डी	परिचालित
41.	6712469	श्री सुवर्णा मंदिर शाप नं. 1-27, तारानगर रंगा रेड्डी, सेरिलिंगमाल्ली आंध्र प्रदेश-500019	28-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	27-5-2010	एम टी डी	परिचालित
42.	6712873	भवानी वेंकटा सुब्बय्या शेड्डी एंड भवानी श्री रामा मूर्ती 2/236, कल्पना सेंटर कर्नूल, नंध्याल आंध्र प्रदेश-500019	28-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	29-5-2010	एम टी डी	परिचालित
43.	6712974	मिना गोल्ड 7-2-711, पॉट मार्केट नियर मोंडा मार्केट हैदराबाद, सिकंदराबाद आंध्र प्रदेश-500003	29-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	30-5-2010	एम टी डी	परिचालित
44.	6713067	रूप ज्वेलर्स 7-2-750, पॉट मार्केट हैदराबाद, सिकंदराबाद आंध्र प्रदेश-500003	29-5-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्प- कारी शुद्धता एवं मुहरांकन	29-5-2010	एम टी डी	परिचालित
45.	6716073	लॉको इंडस्ट्रिज लिमिटेड (सीमेंट विभाग) राचागुन्नेरी-517641 श्रीकाणहस्ति मंडल चित्तूर जिला (ए पी)	29-5-2007	12330: 1988	सल्फेट रेसिस्टिंग पोर्टलैंड सीमेंट	10-6-2008	सी ई डी	परिचालित
46.	6716174	लॉको इंडस्ट्रिज लिमिटेड (सीमेंट विभाग) राचागुन्नेरी-517641 श्रीकाणहस्ति मंडल चित्तूर जिला (ए पी)	29-5-2007	8112: 1989	43 ग्रेड के साधारण पोर्टलैंड सीमेंट	10-6-2008	सी ई डी	परिचालित

1	2	3	4	5	6	7	8	9
47.	6720064	आर एम आखवा इंडस्ट्रिस 51-980-ए, 8-3 सी पी एम कार्यालय के पीछे इंदिरा गाँधी नगर कर्नूल, आंध्र प्रदेश-515001	29-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	21-6-2008	एफ ए डी	परिचालित
48.	6714675	साई गंगा फुड्स एंड बीवेरेजेस एच नं.1-7-211/2ए दाची कॉम्प्लेक्स ई सी आई एल क्रास रोड रंगा रेड्डी, आंध्र प्रदेश-500062	31-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	05-6-2008	एफ ए डी	परिचालित
49.	6713572	श्री राधावेंद्रा इंडस्ट्रि सर्वे नं. 72/2ए-2 माधावरम रोड मंत्रालयम कर्नूल, आंध्र प्रदेश	31-5-2007	14543: 2004	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	30-5-2008	एफ ए डी	परिचालित

DATE: 01-08-2007

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S. No.	CML No.	Licensee Name & Address	GOL Date	IS No. & Product	Validity	Division	Status	Remarks
1	2	3	4	5	6	7	8	9
1.	6704571	Ssiddivinayaka Industries Sy. No. 524/4B, A.G. Nagar Madanapali Road Rayachoty-516269 Kadapa District Cuddapah Rayachoty Andhra Pradesh-516269	03-05-2007	IS 14543: 2004 Packaged drinking water (other than packaged natural mineral water)-	03-05-2008	FAD	Operative	
2.	6705371	Sri Sathguru Aqua Minerals S. No 1-1C2, Behind SSS Hospital, Prasanthi Gram, Beedupalli, Anantapur Puttaparthi Andhra Pradesh-515134	03-05-2007	IS 14543: 2004 Packaged drinking water (other than packaged natural mineral water)-	08-05-2008	FAD	Operative	
3.	6704268	Rupa Aqua Industries D. No. 17/65, Gonegandla Road Yemmiganur Kurnool Andhra Pradesh	03-05-2007	IS 14543: 2004 Packaged drinking water (other than packaged natural mineral water)	03-05-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
4.	6703569	Balaji Aqua Industries Patigari Street Chennur Cuddapah Andhra Pradesh	03-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	03-05-2008	FAD	Operative	
5.	6704369	Sai Shiva Beverages 1-5, Behind Dholari Dhami Malakunta Bhavi Via Hakimpet, Kompally Rangareddi Andhra Pradesh- 500014	04-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	03-05-2008	FAD	Operative	
6.	6704066	Sri Lakshmi Aqua Fresh D. No. 5-8-6/6 Nagarjuna Nagar Satenapalli Village & Mandal Guntur District-522403 Guntur Sattenapalli Andhra Pradesh- 522403	04-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	03-05-2008	FAD	Operative	
7.	6705573	Suneetha Enterprises S. No. 1134, V P R Kundriga, Railway Kodur Cuddapah Andhra Pradesh	04-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	09-05-2008	FAD	Operative	
8.	6705068	R V Beverages Plot No. 2, Block No. 63 Ameenpur Village, Patancheru Mandal Medak Andhra Pradesh- 502032	04-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	08-05-2008	FAD	Operative	
9.	6705977	Praveen Engineering Industries Plot No. 22, H. No. 5-5-252/3 Durga Shakti Peetam Colony Kukatpally Rangareddi Hyderabad Andhra Pradesh- 500037	04-05-2007	IS 374 : 1979 Electric ceiling type fans and regulators	13-05-2008	ETD	Operative	
10.	6706070	Mahrishi Aloys Pvt. Ltd. Madhugiri Road Moda Village Hindupur Anantapur Andhra Pradesh- 515212	07-05-2007	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	13-05-2008	CED	Operative	



1	2	3	4	5	6	7	8	9
11.	6705775	Bannari Industries D. No. 3-1 Panchayat Office Road Ganguru Vijayawada-521139 Krishna District Krishna Ganguru Andhra Pradesh 521139	07-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	09-05-2008	FAD	Operative	
12.	6710566	S.J. Enterprises New Bye Pass Road Kuppam-517425 Chittoor District Chittoor Kuppam Andhra Pradesh 517425	07-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-05-2008	FAD	Operative	
13.	6711972	Veenus Aqua Minerals R. S. No. 128/9, NH 5 Main Road Telaprolu-521 109 Unguturu Mandal Krishna District Krishna Telaprolu Andhra Pradesh 521109	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	27-05-2008	FAD	Operative	
14.	6710970	Suraksha Industries H. No. 1-72/2, Gadde Ragadi Kyathanpalli, Adilabad Mandamarri Andhra Pradesh	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-05-2008	FAD	Operative	
15.	6711063	Renu Aqua Tech Sy. No. 1/1, Thenabanda Revenue P. Kothur Village Pantrampalli Post Chittoor Mandal & District Chittoor P. Kothur Andhra Pradesh	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-05-2008	FAD	Operative	
16.	6711164	R.K. Industries Sy. No. 81/1, Mulaguntapadu- 523101 Singarayakonda Prakasam District Prakasam Mulaguntapadu Andhra Pradesh 523101	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	22-05-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
17.	6707173	Sri Balaji Enterprises Sy.No.64/1A, Vavilala Nagar Atchampet Road Sattenapalli-522403 Guntur District Guntur Sattenapalli Andhra Pradesh- 522403	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-05-2008	FAD	Operative	
18.	6707274	Sai Sujala Industries Thummuru Village Nayadupet Mandal Nellore District Nellore Thummuru Village Andhra Pradesh	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-05-2008	FAD	Operative	
19.	6708680	Sri Sai Balaji Beverages Sy. No. 229, Kulabgoor Post & Village Sangareddy Medak Andhra Pradesh- 518102	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	16-05-2008	FAD	Operative	
20.	6708882	Adihya Industries Sy. No. 131, Markapur Road, Yerragundapalem Village & Mandal 523327 Prakasam District Prakasam Yerragundapalem Andhra Pradesh- 523327	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-05-2008	FAD	Operative	
21.	6708983	Vijaya Water Products Ravipadu Road Narsaraopeta Narsaraopeta Mandal Guntur District, Guntur Narsaraopeta Andhra Pradesh	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	17-05-2008	FAD	Operative	
22.	6708377	Karthikeya Aqua Industries #18-6-15, Gundepudivari Street Sattenapalli-522403 Guntur District Guntur Saenapalli Andhra Pradesh- 522403	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	15-05-2008	FAD	Operative	

1	2	3	4	5	6	7	8	9
23.	6708478	Ganga Waters D. No. 19/74A Ammavari Thota Muzvid-521201 Krishna District Krishna Nuzvid Andhra Pradesh- 521201	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	16-05-2008	FAD	Operative	
24.	6706676	Prasannanjaneya Packaged Drinking Water Sy. No. 670 Kalavakuru Village Addanki Mandal Prakasam District Prakasam Kalavakur Village Andhra Pradesh	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	13-05-2008	FAD	Operative	
25.	6706777	Aqua Tech Door No. 22-30, Saipuram Colony Gollapudi Vijayawada Rural Krishna District Krishna Gollapudi Andhra Pradesh	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-05-2008	FAD	Operative	
26.	6706979	Sri Lakshmi Srinivasa Industries D. No. 6-99 B Satyanarayanapuram Pamur Village & Mandal- 504208 Prakasam District Prakasam Pamur Andhra Pradesh 504208	14-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	14-05-2008	FAD	Operative	
27.	6708276	Sree Balaji TMT Rod Mills Sy. No. 193 A Lakshmipuram-B.O. A/W Ulindakonda-S.O. Aswathapuram (V) Kurnool Andhra Pradesh- 518218	14-05-2007	IS 1786 : 1985 High strength deformed steel bars and wires for concrete reinforcement	15-05-2008	CED	Operative	
28.	6708579	Golden World Shop No. 1-29/1, Kaustubh Towers CTO Colony, Kothapet Rangareddi Hyderabad Andhra Pradesh	14-05-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	16-05-2010	MTD	Operative	

1	2	3	4	5	6	7	8	9
29.	6709783	Visakha Industries Limited Asbestos Cement Division Jujjuru Village Veerulapadu Mandal Krishna Jujjuru Village Andhra Pradesh- 502300	14-05-2007	IS 459 : 1992 Indian Standards corrugated and semi-corrugated asbestos cement sheets	20-05-2008	CED	Operative	-
30.	6708175	Mahashiv Shakti Steel Rolling Mills Pvt. Ltd., # 22-6-206 Pathergatti Hyderabad Andhra Pradesh- 500002	15-05-2007	IS 1786 : 1985 High strength deformed sheet bars and wires for concrete reinforcement	15-05-2008	CED	Operative	
31.	6707072	GPI Hyderabad 6-6-76B, Ring Road Kattedan Rangareddi Hyderabad Andhra Pradesh- 500077	15-05-2007	IS 12592 : 2002 Precast concrete manhole cover and frame-	14-05-2008	CED	Operative	
32.	6709985	Rajlakshmi Jewellers 4-1-1978, Abids Hyderabad Andhra Pradesh	18-05-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	20-05-2010	MTD	Operative	
33.	6710061	Mangatrai Jewellers 6-3-883/8, Punjagutta Hyderabad Andhra Pradesh- 500082	18-05-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	21-05-2010	MTD	Operative	
34.	6710162	Sri Kamlalaya Jewellers Shop No. 17, AMC Complex Rajagopalachari Street Krishna Vijayawada Andhra Pradesh- 500002	18-05-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	21-05-2010	MTD	Operative	
35.	6710667	Khazana Jewellery Private Limited D. No. 10-14-575/A, "PMR Complex" Mosque Road Municipal Office Junction Chittor Tirupati Andhra Pradesh- 517501	18-05-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	21-05-2010	MTD	Operative	

1	2	3	4	5	6	7	8	9
36.	6711568	Sri Vijaya Venkata Ramana Jewellery Mart D. No. 23-1-343, Gandhi Roa Prakasam Ongole Andhra Pradesh 523001	18-05-2007	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	23-05-2010	MTD	Operative	
37.	6717176	Karuna Cables Limited Plot No. 102-A, Sri Venkateshwara Co-Op. Industrial Estate Medak IDA Bollaram (V) Andhra Pradesh 502325	18-05-2007	IS 398: Part 4: 1994 Aluminium conductors for overhead trans- mission purposes: part 4 aluminium alloy stranded conductors (aluminium magnesium silicon type)	13-06-2008	ETD	Operative	
38.	6709884	Sri Venkateswara Enterprises A Narayanapuram Village Ananthapur Mandal Ananthapur Andhra Pradesh 515001	18-05-2007	IS 14543: 2004 Packaged drinking water (other than packaged natural mineral water)-	20-05-2008	FAD	Operative	
39.	6712267	Durga Jewellery 2-4-45 & 94, Upper Ground Floor M.G. Road, Near Ramgopalpet Police Station Hyderabad Secunderabad Andhra Pradesh 500003	28-05-2007	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	28-05-2010	MTD	Operative	
40.	6712368	Vaibhav Jewellers 7-2-714, Shop No. 6 1st Floor, Pot Market Hyderabad Secunderabad Andhra Pradesh 500003	28-05-2007	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	28-05-2010	MTD	Operative	
41.	6712469	Shree Suwarna Mandir Shop No. 1-27, Taranagar Rangareddi Seri Lingampally Andhra Pradesh 500019	28-05-2007	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	27-05-2010	MTD	Operative	
42.	6712873	Bhavansi Venkata Subbaiah Shetty & Bhavanasi Sre Rama Murthy 2/326, Kalpana Centre Kurnool Nandyal Andhra Pradesh 508501	28-05-2007	IS 1417: 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking-	29-05-2010	MTD	Operative	

1	2	3	4	5	6	7	8	9
43.	6712974	Meena Gold 7-2-711, Pot Market Near Monda Market Hyderabad Secunderabad Andhra Pradesh 500003	29-05-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	30-05-2010	MTD	Operative	
44.	6713067	Roop Jewellers 7-2-750, Pot Market Hyderabad Secunderabad Andhra Pradesh 500003	29-05-2007	IS 1417 : 1999 Gold and gold alloys, jewellery/ artefacts-fineness and marking	29-05-2010	MTD	Operative	
45.	6716073	Lanco Industries Ltd. Rachagunneri, Sri Kalanasti Mandal Chittor Chittor Andhra Pradesh 517641	29-05-2007	IS 12330 : 1988 Specification for sulphate resisting portland cement	10-06-2008	CED	Operative	
46.	6716174	Lanco Industries Ltd. Rachagunneri, Sri Kalanasti Mandal Chittor Chittor Andhra Pradesh 517641	29-05-2007	IS 8112 : 1989 43 grade ordinary portland cement	10-06-2010	CED	Operative	
47.	6720064	R.M. Aqua Industries 51-980-A8-3 Besides C.P.M. Office Indira Gandhi Nagar Kurnool-518003 Kurnool Andhra Pradesh 518003	29-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-06-2008	FAD	Operative	
48.	6714675	Sai Ganga Foods & Beverages H. No. 1-7-211/2A/4A, Dacha Complex ECIL X Road Rangareddi Andhra Pradesh 500062	31-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	05-06-2008	FAD	Operative	
49.	6713572	Sri Raghavendra Industry Sy. No. 72/2A-2, Madhavaram Road Mantralayam Kurnool Andhra Pradesh	31-05-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	30-05-2008	FAD	Operative	

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क्रम संख्या	लाईसेंस संख्या	लाईसेंसधारी का नाम व पता	स्वीकृत करने की तिथि/ वर्ष/माह	भा मा संख्या	भारतीय मानक शीर्षक	वर्ष संख्या	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6713774	पयोनीर बेवरेजस 5-52-2, 6/14, ब्राडिपेट, गुंदरू आन्ध्र प्रदेश	01-06-2007	14543: 2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा ]	31-05-2008	एफ ए डी	परिचालित
2.	6713976	मारुति वाटर्स (प्रा.) लिमिटेड येरैगुन्टा रोड पोटलापुर्ति विलेज येरैगुन्टा मंडल, कडप्पा, आ प्र.	01-06-2007	14543: 2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा ]	31-05-2008	एफ ए डी	परिचालित
3.	6714473	श्री बालाजी ड्रिंक्स सर्वे नं: 372-2, इनमडुगु विलेज कोय्यूरु मंडल, नेल्लूरु डिस्ट्रिक्ट, आन्ध्र प्रदेश-137	01-06-2007	14543: 2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा ]	05-06-2008	एफ ए डी	परिचालित
4.	6716881	एस एस आर आक्वा प्राइवेट सर्वे नं: 295/बी, अडिवितक्केलापाडु विलेज गुंदरू रूरल, गुंदरू डिस्ट्रिक्ट आन्ध्र प्रदेश	01-06-2007	14543: 2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा ]	13-06-2008	एफ ए डी	परिचालित
5.	6715576	श्री महेंकालि सिल्वर पैलेस एंड ज्वेलर्स 2-102/2, सेठजी कामप्लेक्स शोबना बस स्टाप के पास बालानगर, हैदराबाद आन्ध्र प्रदेश-500037	06-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	07-06-2010	एम टी डी	परिचालित
6.	6667591	श्री महेंकालि सिल्वर पैलेस एंड ज्वेलर्स 2-102/2, सेठजी कामप्लेक्स शोबना बस स्टाप के पास बालानगर, हैदराबाद आन्ध्र प्रदेश-500037	06-06-2007	2112: 2003	चांदी एवं चांदी मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	07-06-2010	एम टी डी	परिचालित
7.	6716477	पी वेंकटा मुनस्वामी सेट्टि एंड सन्स 7-180, ब्राह्मिन स्ट्रीट चिचरू आन्ध्र प्रदेश-517001	08-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	11-06-2010	एम टी डी	परिचालित
8.	6716578	पूजा ज्वेलर्स 7-1-572, सत्यम थियेटर रोड अमीरपेट, हैदराबाद आन्ध्र प्रदेश-500016	08-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	11-06-2010	एम टी डी	परिचालित
9.	6716679	श्री श्रीकर नवरत्ना ज्वेलर्स 7-1-58/1, अमीरपेट लाल बंगलो कामप्लेक्स हैदराबाद आन्ध्र प्रदेश-500016	08-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	11-06-2010	एम टी डी	परिचालित

1	2	3	4	5	6	7	8	9
10.	6717479	एन सी एल इंडस्ट्रीस लि. सातवी मंजिल रंगावारतना टवर्स, चिराग अलि लेन, अबिडुस हैदराबाद आन्ध्र प्रदेश-500001	11-06-2007	1489( भाग 1) 1991	पोर्टलैंड पोजोलाना सीमेंट ( फ्लाई ऐश आधारित)	14-06-2008	सी ई डी	परिचालित
11.	6716275	पराशक्ति सिमेन्ट इंडस्ट्रीस लिमिटेड जेट्टिपालेम विलेज रेन्टचीतला मंडल गुंटूर डिस्ट्रिक्ट आन्ध्र प्रदेश-522421	11-06-2007	1489( भाग 1) 1991	पोर्टलैंड पोजोलाना सीमेंट ( फ्लाई ऐश आधारित)	11-06-2008	सी ई डी	परिचालित
12.	6718178	अमरेशवरी सिमेन्ट इंडस्ट्रीस पेदवीडु विलेज नलगोन्डा, मद्रमपल्लि मंडल आन्ध्र प्रदेश-508204	11-06-2007	1489( भाग 1) 1991	पोर्टलैंड पोजोलाना सीमेंट ( फ्लाई ऐश आधारित)	14-06-2008	सी ई डी	परिचालित
13.	6717580	एन सी एल इंडस्ट्रीस लि. कादीम पोतारम विलेज पिनापाका पोस्ट कृष्णा, जी कोन्दूरु मंडल आन्ध्र प्रदेश	11-06-2007	12269:1987	53 ग्रेड चो पी सी	14-06-2008	सी ई डी	परिचालित
14.	6717681	किट्टु सीमेन्ट प्रडक्ट्स 4/8-ए, रोड नं:16 आइ डी ए, नाचारम रंगारेड्डि, हैदराबाद आन्ध्र प्रदेश-500055	11-06-2007	12592:2002	प्रोकास्ट कांक्रीट मानहोल कवर्स	14-06-2008	सी ई डी	परिचालित
15.	6718784	सौभाग्या प्लास्टिक्स ( प्रा ) लि. सर्वे नं: 23, पोल्लम इन्डस्ट्रियल एस्टेट, जीडिमेटला कुतुबुल्लापुर मंडल रंगारेड्डि मदनपल्लि, चित्तूर आन्ध्र प्रदेश	15-06-2007	4985:2000	पैथ जल की पूर्ति के लिए असुघट्टित पी.वी.सी. पाइप	18-06-2008	सी ई डी	परिचालित
16.	6720468	अश्वर्या इंडस्ट्रीस सर्वे नं: 122-4/सी2 मनसूर विलेज, कावली मंडल नेल्लूरु डि, आन्ध्र प्रदेश-201	15-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-06-2008	एफ ए डी	परिचालित
17.	6717984	श्री बालाजी इंडस्ट्रीस डी नं: 487-16-17 पगोलु विलेज चिल्लपल्लि मंडल कृष्णा डिस्ट्रिक्ट आन्ध्र प्रदेश-521126	15-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	14-06-2008	एफ ए डी	परिचालित
18.	6720266	श्री लक्ष्मी मिनरल वाटर प्लांट सर्वे नं 1092 ई, हनुमान नगर, हनुमान मंदिर के पीछे, वेल्लुला रोड मेटपल्लि, करीमनगर आन्ध्र प्रदेश	15-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	21-06-2008	एफ ए डी	परिचालित
19.	6722977	श्री मारुति बेवरेजस प्लाट नं: 251, सर्वे नं 121-बी तेजा एनक्लेव, इंद्रकरण विलेज संगारेड्डि, मेदक, आन्ध्र प्रदेश	15-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	01-07-2008	एफ ए डी	परिचालित



1	2	3	4	5	6	7	8	9
20.	6720670	रावल वाटर प्रसेसिंग यूनिट सर्वे नं: 561/2 बी अंड 2 सी महूरुपाडु विलेज कावली मंडल, नेल्लूरु आन्ध्र प्रदेश-524203	15-06-2007	14543:2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-06-2008	एफ ए डी	परिचालित
21.	6720771	तिरुमला इंडस्ट्रीस सर्वे नं: 575/1, कोलुकुला रोड येरागोडापालेम विलेज एवं मंडल प्रकाशम डिस्ट्रिक्ट आन्ध्र प्रदेश	15-06-2007	14543:2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-06-2008	एफ ए डी	परिचालित
22.	6720872	श्री तीर्था बेवेरेजस डी नं: 20-118, गौंध चौक वनपति, महबूबनगर आन्ध्र प्रदेश-509003	15-06-2007	14543:2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-06-2008	एफ ए डी	परिचालित
23.	6724072	श्री बालाजी बेवेरेजस एंड अलैड प्रडक्ट्स सर्वे नं: 4, अबदुल्लापुर मेट हबल नगर मंडल रंगारेड्डि, आन्ध्र प्रदेश	15-06-2007	14543:2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	04-07-2008	एफ ए डी	परिचालित
24.	6720367	वंदना इंडस्ट्रीस प्लाट नं: 4 अंड 5, सर्वे नं: 190, लेक व्यू एनक्लेव ईश्वर डेवेलपर्स के बगल में निजामपेट रोड, कुकरटपल्लि रंगारेड्डि, आन्ध्र प्रदेश-500072	19-06-2007	14543:2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	21-06-2008	एफ ए डी	परिचालित
25.	6720165	रमादेवि आक्वा इंडस्ट्रीस हेच नं: 27-171, हमालिवाड़ा आदिलाबाद, मंचिरयाल आन्ध्र प्रदेश-504208	19-06-2007	14543:2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	21-06-2008	एफ ए डी	परिचालित
26.	6718481	आर ई केबल्स अंड कनडक्टर्स (प्रा.) लिमिटेड 25/बी, फेस 1, आई डी ए, रंगारेड्डि, चेलापल्लि आन्ध्र प्रदेश-500051	19-06-2007	398(भाग 2) 1996 प्रबलित (भाग-2)	शिरोपरी प्रेषण कार्यों के लिए जस्तोकृत इस्पात  अल्युमिनियम कनडक्टर्स गालवनेस्ट स्टील रिडिफोर्सड	18-06-2008	ई टी डी	परिचालित
27.	6718582	आर ई केबल्स अंड कनडक्टर्स (प्रा.) लिमिटेड 25/बी, फेस 1, आई डी ए, रंगारेड्डि, चेलापल्लि आन्ध्र प्रदेश-500051	19-06-2007	398(भाग 4) 1996	शिरोपरी प्रेषण कार्यों के लिए जस्तोकृत इस्पात प्रबलित (भाग-4) मिश्रधातु के चालक अल्युमिनियम (मेगनिशियम) सिलिकान टाइप	18-06-2008	ई टी डी	चिन्ह निषेध में है
28.	6718683	सौभाग्या प्लास्टिक्स (प्रा) लि सर्वे नं: 123 पोल्लम इन्डस्ट्रियल एस्टेट, जीडिमेटला कुतुबुल्लापुर मंडल रंगारेड्डि, आन्ध्र प्रदेश-500055	19-06-2007	13592:1992	संवातन और वर्षा के पानी के तन्त्र सहित भवनों के अन्दर की मिट्टी तथा अपशिष्ट निरावेशन तन्त्र के लिए अनम्यकृत पी वी सी पाइपों	18-06-2008	सी ई डी	परिचालित
29.	6721066	डेक्कन सिमेन्ट्स लिमिटेड डेक्कन चेम्बर्स 6-3-666/बी, सोमाजीगुड़ा हैदराबाद, आन्ध्र प्रदेश-082	19-06-2007	8112:1989	43 ग्रेड वो पी सी	26-06-2008	सी ई डी	परिचालित

1	2	3	4	5	6	7	8	9
30.	6719988	पवन बाटलिंग सर्वे नं: 188/ए, सूरारम विलेज कुतुबुल्लापुर मंडल रंगारेड्डि आन्ध्र प्रदेश	21-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	20-06-2008	एफ ए डी	परिचालित
31.	6720569	श्री महा नंदि बाटलिंगस सर्वे नं: 217, 218 महूरुपाडु विलेज कावली मंडल, नेल्लूरु आन्ध्र प्रदेश-524 203	22-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-06-2008	एफ ए डी	परिचालित
32.	6649993	पीवीसी एन्टरप्राइसेस सर्वे नं: 493 तुरकापालेम विलेज गुंटूर डिस्ट्रिक्ट, आन्ध्र प्रदेश	22-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	11-07-2008	एफ ए डी	परिचालित
33.	6722674	मनिकंठा इंडस्ट्रीस हेच नं: 9/54-बी, सोफिया स्ट्रीट, अनंतपुर गुंटकल आन्ध्र प्रदेश-515801	25-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	01-07-2008	एफ ए डी	परिचालित
34.	6721167	मेसर्स सन-टेक सोलार सिस्टम्स, प्लॉट नं: 31-9- 382/13/2, पहला मंजिल ललिता कॉम्प्लेक्स, कुशाईगुडा आर आर दि, आ प्र-500 062	25-06-2007	12933:2007	सौर सपाट पट्टिका संग्राहक	26-06-2008	एम ई डी	परिचालित
35.	6721874	श्री गंगा ज्वेलर्स शाप नं: 3, 7-1-621/ए, अमीर एस्टेट, अमीरपेट हैदराबाद आन्ध्र प्रदेश-500 038	25-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	28-06-2010	एम टी डी	परिचालित
36.	6721975	बाबा ज्वेलर्स 1/112, मेन बाजार कर्नूल, नंदयाल आन्ध्र प्रदेश-518 501	25-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	28-06-2010	एम टी डी	परिचालित
37.	6722068	जीवन लाल ज्वेलर्स 6-2-193 आर जीवन लाल कामप्लेक्स चौ-रास्ता, वरंगल, हन्मकोन्डा आन्ध्र प्रदेश-506 011	25-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	28-06-2010	एम टी डी	परिचालित
38.	6725680	सुजला प्युरिफाईड ड्रिंकिंग वाटर प्लॉट नं: 6, साहब नगर विलेज हयतनगर, रंगारेड्डि आन्ध्र प्रदेश	27-06-2007	14543:2004	पैकेजबंद पेय जल [ पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	08-07-2008	एफ ए डी	परिचालित
39.	6722169	माता ब्लेनवी ज्वेलर्स शाप नं: 49,50 सी पी रेड्डि कामप्लेक्स चौ-रास्ता, वरंगल, हन्मकोन्डा आन्ध्र प्रदेश	29-06-2007	1417: 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	28-06-2010	एम टी डी	परिचालित

Date : 01-08-2007

June 2007

S.No.	CML No.	Licensee Name and Address	GOL Date	IS No & Product	Validity	Division	Status
1	2	3	4	5	6	7	8
1.	6713774	Pioneer Beverages 5-52-2, 6/14 Brodipet, Guntur Guntur Andhra Pradesh-520002	01-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	31-05-2008	FAD	Operative
2.	6713976	Maruthi Waters Pvt Ltd Yerraguntla Road Potladuthi Vill, Yerraguntla Mandal Cuddapah Andhra Pradesh	01-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	31-05-2008	FAD	Operative
3.	6714473	Sri Balaji Drinks Sy.No. 372-2 Inamadugu Village-52413 Kovur Mandal Nellore District Nellore Inamadugu Andhra Pradesh-524137	01-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	05-06-2008	FAD	Operative
4.	6716881	S.S.R Aqua Products S.No.295/B Adavitakkellapadu Village Guntur Rural Guntur District Guntur Adavitakkellapadu Andhra Pradesh	01-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	13-06-2008	FAD	Operative
5.	6715576	Sri Mahankali Silver Palace & Jewellers 2-102/2, Setji Complex Near Shobana Bus Stop Balanagar Hyderabad Andhra Pradesh- 500047	06-06-2007	IS 1417 :1999 Gold and Gold alloys jewellery/artefacts fineness and marking	07-06-2010	MTD	Operative
6.	6715677	Sri Mahankali Silver Palace & Jewellers 2-102/2, Setji Complex Near Shobana Bus Stop Balanagar Hyderabad Andhra Pradesh 500047	06-06-2007	IS 2112 :2003 Silver and Silver alloys jewellery/artefacts fineness and marking	07-06-2010	MTD	Operative
7.	6716477	P. Venkata Muniaswamy Chetty & Sons 7-180, Brahmin Street Chittoor, Chittoor Andhra Pradesh-	08-06-2007	IS 1417 :1999 Gold and Gold alloys jewellery/artefacts fineness and marking	11-06-2010	MTD	Operative
8.	6716578	Pooja Jewellers 7-1-572, Satyam Theatre Road Amcerpet Hyderabad Andhra Pradesh- 500016	08-06-2007	IS 1417 :1999 Gold and Gold alloys jewellery/artefacts- fineness and marking	11-06-2010	MTD	Operative
9.	6716679	Sri Sreekar Navaratna Jewellers 7-1-58/1, Amcerpet Opp: Lal Bunglow Complex Hyderabad Andhra Pradesh- 500016	08-06-2007	IS 1417 :1999 Gold and Gold alloys jewellery/artefacts fineness and marking	11-06-2010	MTD	Operative

1	2	3	4	5	6	7	8
10.	6717479	NCL Industries Limited 7th Floor Raghavaratna Towers, Chirag Ali, Lane, Hyderabad Abids Andhra Pradesh 500001	11-06-2007	IS 1489 :Part 1:1991 Portmand pozzolana Cement part 1 flyash based	14-06-2008	CED	Operative
11.	6716275	Parasakti Cement Industries Ltd Jettipalem Village Rentachitala Mandal Guntur District, Guntur Andhra Pradesh 522421	11-06-2007	IS 1489 :Part 1:1991 Portland pozzolana Cement part 1 flyash based	11-06-2008	CED	Operative
12.	6718178	Amereshwari Cements Limited Pedaveedu Village Nalgonda Mattampally Mandal Andhra Pradesh 508204	11-06-2007	IS 1489 :Part 1:1991 Portland pozzolana Cement part 1 flyash based	14-06-2008	CED	Operative
13.	6717580	NCL Industries Limited Kadim potaram Village, pinapaka Post, Krishna G Kondur Mandal Andhra Pradesh	11-06-2007	IS 12269 :1987 53 grade ordinary portland Cement	14-06-2008	CED	Operative
14.	6717681	Kittu Cement Products 4/8-A, Road No.16 IDA, Nacharam Rangareddi Hyderabad Andhra Pradesh	11-06-2007	IS 12592 :2002 Precast Concrete Manhole Cover and frame-	14-06-2008	CED	Operative
15.	6718784	Sowbhagya Plastics (P) Limited Sy.No.123, Pollam Industria Estate Jeedimetla Qutbullapur (M) Rangareddi Hyderabad Andhra Pradesh 500055	15-06-2007	IS 4985 :2000 Unplasticized pvc pipes for portable water supplies-	18-06-2008	CED	Operative
16.	6720468	Aiswarya Industries S.No.122-4/C2 Musunur Village-524201 Kavali Mandal Nellore District Nellore Musunur Village Andhra Pradesh 524201	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	24-06-2008	FAD	Operative
17.	6717984	Sri Balaji Industries D.No.487-16-17 Pagolu Village Chillapally Mandal Krishna District Krishna Pagolu Andhra Pradesh-521126	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	14-06-2008	FAD	Operative
18.	6720266	Sri Laxmi Mineral Water Plant Sy.No.1092/E Hanuman Nagar, Behind Hanuman Temple, Vellulla Road, Karimnagar Andhra Pradesh	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	21-06-2008	FAD	Operative
19.	6722977	Sri Maruthi Beverages Plot No.251, Sy.No.121-B Teja Enclave Indarakaran Village, Sangareddy Medak Andhra Pradesh	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	01-07-2008	FAD	Operative

1	2	3	4	5	6	7	8
20.	6720670	Royal Water Processing Unit Sy, No.561/2B & C Maddurupadu Village-524203 Kavali Mandal Nellore District Nellore Maddurupadu Andhra Pradesh-524203	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	24-06-2008	FAD	Operative
21.	6720771	Thirumalla Industries Sy, No.575/1 Kolukula Road Yeragondapalem Village & Mandal Prakasam District Yerragondapalem Andhra Pradesh	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	24-06-2008	FAD	Operative
22.	6720872	Sree Teertha Beverages Door No. 20-118, Ghandh Chouck Wanaparthi Mahbubnagar Andhra Pradesh-509003	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	24-06-2008	FAD	Operative
23.	6724072	Sri Balaji Beverages & Allied Products Sy.No.4, Abdullapur met Hayatnagar Mandal Rangareddi Andhra Pradesh	15-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	04-07-2008	FAD	Operative
24.	6720367	Vandana Industries Plot No.4&5, Sy.No.190, Lake View Enclave Beside Eswar Developers, Nizampet Road Kukatpally Rangareddi Hyderabad Andhra Pradesh-500072	19-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	21-06-2008	FAD	Operative
25.	6720165	Ramadevi Aqua Industries H. No.27-171, Hamaliwada, Adilabad Mancherla Andhra Pradesh-504208	19-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	21-06-2008	FAD	Operative
26.	6718481	R.E. Cables & Conductors Pvt. Ltd 25/B, Phase No.1, I.D.A, Rangareddi Cherapally, Andhra Pradesh-500051	19-06-2007	IS 398 :Part 2:1996 Aluminium Conductors for overhead transmission purposes: part 2 aluminium conductors, galvanized steel reinforced	18-06-2008	ETD	Operative
27.	6718582	R.E. Cables & Conductors Pvt. Ltd. 25/B, Phase No.1, I.D.A, Rangareddi Chelapally, Andhra Pradesh-500051	19-06-2007	IS 398 :Part 4:1994 Aluminium Conductors for overhead transmission purposes: part 4 aluminium alloy stranded conductors (aluminium magnesium silicon type)	18-06-2008	ETD	Under Stop Marking
28.	6718683	Sowbhagya Plastics (P) Limited Sy.No. 123 Pollam Industrial Estate Jeedimetla, Qutbullapur (M) Rangareddi Andhra Pradesh-500055	19-06-2007	IS 13592 :1992 Upvc pipes for soil and waste discharge systems inside buildings including ventilation and rain-water system	18-06-2008	CED	Operative

1	2	3	4	5	6	7	8
29.	6721066	Deccan Cements Limited Deccan Chambers 6-3-666/B Somajiguda Hyderabad Andhra Pradesh- 500082	19-06-2007	IS 8112 1989 43 grade ordinary portland Cement	26-06-2008	CFD	Operative
30.	6719988	Pavan Bottling Sy.No.188/A, Suraram Village Qutbullapur Mandal Rangareddi Andhra Pradesh	21-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	20-06-2008	FAD	Operative
31.	6720569	Sei Mahanandi Bottlings Sy.No.217,218 Maddurupadu Village-524 203 Kavalj Mandal Nellore District Nellore Maddurupadu Village Andhra Pradesh-524203	22-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	24-06-2008	FAD	Operative
32.	6726480	PVS Enterprises Sy.No.493/1 Turkapalem Village Guntur District Guntur Turkapalem Village Andhra Pradesh	22-06-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	11-07-2008	FAD	Operative
33.	6722674	Manikanta Industries H.No.9/54-B Sofia Street Anantapur Guntakal Andhra Pradesh- 515801	25-06-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	01-07-2008	FAD	Operative
34.	6721167	Sun-Tech Solar Systems Plot No. 1-9-382/13/2 1st Floor, Lalitha Complex Near Navkiran Industrial Estate Kushaiguda Rangareddi Hyderabad Andhra Pradesh 500062	25-06-2007	IS 12933:Part 1:200 Solar flat plate collector:- part 1 requirements	26-06-2008	MED	Operative
35.	6721874	Sri Ganga Jewellers Shop No.3, 7-1-621/A Ameer Estate Ameerpet Hyderabad Andhra Pradesh-500038	25-06-2007	IS 1417 :1999 Gold and Gold alloys, jewellery/artefacts fineness and marking	28-06-2010	MTD	Operative
36.	6721975	Baba Jewellers 1/112, Main Bazar Kurnool Nandyal Andhra Pradesh-518501	25-06-2007	IS 1417 :1999 Gold and Gold alloys jewellery/artefacts fineness and marking	28-06-2010	MTD	Operative
37.	6722068	Jeewan Lal Jewellers 6-2-193 R.Jeevan Lal Complex Chowrasta Warangal Hanmakonda Andhra Pradesh-506011	25-06-2007	IS 1417 :1999 Gold and Gold alloys jewellery/artefacts fineness and marking	28-06-2010	MTD	Operative
38.	6725680	Sujala Purified Drinking Water Plot No.6, Saheb Nagar (V) Hayatnagar Rangareddi Andhra Pradesh	27-06-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	08-07-2008	FAD	Operative

1	2	3	4	5	6	7	8
39.	6722169	Matha Vyshnavi Jewellers Shop No.49,50 C.P.Reddy Complex Chowrasta Warangal Hanmakonda Andhra Pradesh	29-06-2007	IS 1417 :1999 Gold and Gold alloys, jewellery/artefacts fineness and marking	28-06-2010	MTD	Operative

## जुलाई 2007

क्रम संख्या	लाईसेंस संख्या	लाईसेंसधारी का नाम व पता	स्वीकृत करने की तिथि/ वर्ष/माह	भा मा संख्या	भारतीय मानक का शीर्षक	वर्ष संख्या	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8	9
1.	6723676	मुसदिलाल एंड सन्स ज्वेलर्स 883/2 जी/3ए, टोपाज अमृता हिल्स, पंजागुट्टा हैदराबाद आन्ध्र प्रदेश-500082	03-07-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	03-07-2010	एम टी डी	परिचालित
2.	6723777	आनन्द पेरल्स एंड ज्वेलर्स ए-8, मयूर कुशाल कामप्लेक्स आबिडस, हैदराबाद आन्ध्र प्रदेश-500001	03-07-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	03-07-2010	एम टी डी	परिचालित
3.	6725781	आदित्या प्राइवेट्स डी नं. 19/200 बेतावेलु, गुडिवाड़ा कृष्णा आन्ध्र प्रदेश-521301	03-07-2007	14543: 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	08-07-2008	एफ ए डी	परिचालित
4.	6725983	के बी एम पैकेज्ड ड्रिंकिंग वाटर सर्वे नं. 775, वोल्ड स्टेट बैंक स्ट्रीट, वंजमूर विलेज एंड मंडल, नेल्लूर डिस्ट्रिक्ट, आन्ध्र प्रदेश	03-07-2007	14543: 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	08-07-2008	एफ ए डी	परिचालित
5.	6724678	श्री साई इंडस्ट्रीस प्लॉट नं. 120, शांति एस्टेट, मंडिगौर विलेज, आदोनि मंडल, कर्नूल आन्ध्र प्रदेश-518301	05-07-2007	14543: 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	05-07-2008	एफ ए डी	परिचालित
6.	6726783	प्रशांति इंडस्ट्रीस हेंच नं. 5-52/2, फतेनगर रंगारेड्डी, हैदराबाद आन्ध्र प्रदेश-500018	05-07-2007	3854 : 1997	स्विचेस फर डोमस्टिक एंड सिमिलर परपोसस	12-07-2008	ई टी डी	परिचालित
7.	6727280	मारुति उद्योग 5-35/275 ए/दुर्गा शक्ति- अपीठम कालोनि कुक्कटपल्लि, रंगारेड्डी, आन्ध्र प्रदेश-500072	05-07-2007	374 : 1979	छत के बिजली के पंखे और रेगुलेटर्स	15-07-2008	ई टी डी	परिचालित
8.	6726682	मंचिरयाल सिमेन्ट को (प्रा.) लि. मंचिरयाल सिमेन्ट वर्क्स आदिलाबाद, आन्ध्र प्रदेश-504209	05-07-2007	12269 : 1987	53 ग्रेड वो पी सी	12-07-2008	सी ई डी	परिचालित

1	2	3	4	5	6	7	8	9
9.	6726278	श्री कैलासा कोना एन्टर प्राइसेस वीवर्स कालोनि, अरनयमगंदरीग पोस्ट नारायणवनम मं, चित्तूर डिस्ट्रिक्ट आन्ध्र प्रदेश	11-07-2007	14543 : 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	11-07-2008	एफ ए डी	परिचालित
10.	6726985	ज्योति फूड एंड बेवरेजस प्लॉट नं. 14, 15, 18, 195 इन्ड. एस्टेट, जनगांव वरंगल आन्ध्र प्रदेश	11-07-2007	14543 : 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	15-07-2008	एफ ए डी	परिचालित
11.	6727886	हीरलाल ज्वेलर्स शाप नं. 5 सी पी रेडिड कामप्लेक्स, चौरस्ता, वरंगल हनुमकोन्डा आन्ध्र प्रदेश-506001	17-07-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आपूर्ण/शिल्पकारी शुद्धता एवं मुहरांकन	17-07-2010	एम टी डी	परिचालित
12.	6727987	टंगटूरु सदाशिवय्या सन्स ज्वेलर्स, डी नं. 9/1, मेन बाजार अनंतपुर, ताडपत्रि, आन्ध्र प्रदेश-515411	17-07-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आपूर्ण/शिल्पकारी शुद्धता एवं मुहरांकन	17-07-2010	एम टी डी	परिचालित
13.	6728080	पदम ज्वेलरी 7-54, गोविंद राज मुदली ट्रिस्ट रेणीगुंटा, आन्ध्र प्रदेश-517520	17-07-2007	1417:1999	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आपूर्ण/शिल्पकारी शुद्धता एवं मुहरांकन	17-07-2010	एम टी डी	परिचालित
14.	6728181	मेनाका ज्वेलर्स शाप नं 4, चौरस्ता वारंगल, हन्माकोन्डा, आन्ध्र प्रदेश-506011	17-07-2007	1417 : 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आपूर्ण/शिल्पकारी शुद्धता एवं मुहरांकन	19-07-2010	एम टी डी	परिचालित
15.	6728282	सूरजभान ज्वेलर्स 5-8-623, अबिद रोड हैदराबाद, आन्ध्र प्रदेश-500001	17-07-2007	1417 : 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आपूर्ण/शिल्पकारी शुद्धता एवं मुहरांकन	17-07-2010	एम टी डी	परिचालित
16.	6731978	नयागर आखवा इंडस्ट्रीज सर्वे नं. 9, मल्कापुर (बी), करीमनगर, रामगुंडम मंडल, आन्ध्र प्रदेश	23-07-2007	14543 : 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	29-07-2008	एफ ए डी	परिचालित
17.	6730572	महादेव श्रीगोपाल एंड कम्पनी डोर नं. 5-13/1/2, सर्वे नं. 176, विश्वानाथपेट, आदिलाबाद, निर्मल, आन्ध्र प्रदेश	23-07-2007	14543 : 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-07-2008	एफ ए डी	परिचालित
18.	6730673	एस के मिनरल्स डोर नं. 19-4-279/ए/77/5/2 निवा मिर आलाम टैंक, रंगा रेड्डी, आन्ध्र प्रदेश-500052	24-07-2007	14543 : 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-07-2008	एफ ए डी	परिचालित
19.	6730774	भरत इंडस्ट्रीस डोर नं. 9-3-12 बी आर आर टैंक रोड, बालाजीरावपेट नियर पोलेरम्मा टेम्पल, ऑंगोल, प्रकासम जिला आन्ध्र प्रदेश	25-07-2007	14543 : 2004	पैकेजबंद पेय जल [पैकेजबंद प्राकृतिक मिनरल जल के अलावा]	24-07-2008	एफ ए डी	परिचालित



1	2	3	4	5	6	7	8	9
20.	6730976	मिनेश ज्वेलर्स ए-19 एंड 20 मंगूर कुशल कॉम्प्लेक्स गनफाउंड्री, हैदराबाद, आन्ध्र प्रदेश-506011	26-07-2007	1417 : 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	29-07-2010	एम टी डी	परिचालित
21.	6731069	चौधरी ज्वेलर्स एंड सिल्वर पैलेस 32-37, नियर मॉडा मार्केट, शाहपुर नगर, आई डी ए जिडिमेदला, रंगा रेड्डी, आन्ध्र प्रदेश-500055	26-07-2007	1417 : 1999	स्वर्ण एवं स्वर्ण मिश्र धातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	26-07-2010	एम टी डी	परिचालित

[फा. सं. सी एम डी-13 : 11]

ए. के. तेलवार, उप महानिदेशक (मुहर)

Date : 01-08-2007

July 2007

S.No.	CML No.	Licensee Name and Address	GOL Date	IS No & Product	Validity	Division	Status
1	2	3	4	5	6	7	8
1.	6723676	Musaddilal & Sons Jewellers 883/2G/3A, Topaz Amrutha Hills, Punjagutta Hyderabad, Andhra Pradesh-500082	03-07-2007	IS 1417 : 1999 Gold and Gold alloy, jewellery/artefacts fineness and marking	03-07-2010	MTD	Operative
2.	6723777	Anand Pearls & Jewellers A-8, Mayur Kushal Complex Abids Hyderabad, Andhra Pradesh-500001	03-07-2007	IS 1417 : 1999 Gold and Gold alloys, jewellery/artefacts fineness and marking	03-07-2010	MTD	Operative
3.	6725781	Aditya Products D. No. 19/200 Bethavolu, Gudivada - 521 301 Krishna Gudivada, Andhra Pradesh- 521301	03-07-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	08-07-2008	FAD	Operative
4.	6725983	KVM Packaged Drinking Water Sy. No.775, Old State Bank Street, Vinjamur Village & Mandal Nellore, District Nellore Vinjamur, Andhra Pradesh	03-07-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	08-07-2008	FAD	Operative
5.	6724678	Sri Sai Industries Plot No.120, Shanti Estate, Mandigeri Village, Adoni Mandal, Kurnool Andhra Pradesh- 518301	05-07-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	05-07-2008	FAD	Operative
6.	6726783	Prasanthi, Industries H.No. 5-52/2, Fathenagar Rangareddi Hyderabad Andhra Pradesh-500018	05-07-2007	IS 3854 : 1997 Switches for domestic and similar purposes	12-07-2008	ETD	Operative

1	2	3	4	5	6	7	8
7.	6727280	Maruti Udyog 5-35/275/A Durga Shakti Peetham Colony, Kukatpally, Rangareddi, Hyderabad Andhra Pradesh-500072	05-07-2007	IS 374 : 1979 Electric ceiling type fans and regulators	15-07-2008	ETD	Operative
8.	6726682	Mancherla Cement Company Pvt. Ltd. Mancherla Cement Works, PO-MCW, Mancherla, Adilabad, Mancherla, Andhra Pradesh-504209	05-07-2007	IS 12269 : 1987 53 grade ordinary portland cement	12-07-2008	CED	Operative
9.	6726278	Sri Kailasa Kona Enterprises Weavers Colony Aranyamkandriga Post Narayanavanam Mandal Chittoor District Chittoor, Puttur Andhra Pradesh	11-07-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	11-07-2008	FAD	Operative
10.	6726985	Joythi Foods & Beverages Plot No.14,15 & 18,19 Industrial Estate(expansion) Jangaon (V &M), Warangal Andhra Pradesh	11-07-2007	IS 14543 : 2004 Packaged drinking Water (Other than packaged natural mineral water)	15-07-2008	FAD	Operative
11.	6727886	Heeralal Jewellers Shop No.5, C.P.Reddy, Complex Chowrasta, Warangal, Hanmakonda, Andhra Pradesh-506001	17-07-2007	IS 1417 : 1999 Gold and Gold alloys jewellery/artefacts fineness and marking	17-07-2010	MTD	Operative
12.	6727987	Tanguturu Sadasivaiah Son Jewellers D.No.9/A, Main Bazar, Anantapur, Tadipatri, Andhra Pradesh-515411	17-07-2007	IS 1417: 1999 Gold and Gold alloys jewellery/artefacts fineness and marking	17-07-2010	MTD	Operative
13.	6728080	Padam Jewellery 4-54, Govindaraj Mudali Street, Renigunta, Chittoor Renigunta, Andhra Pradesh-517520	17/07/2007	IS 1417: 1999 Gold and Gold alloys jewellery/artefacts fineness and marking	17-07-2010	MTD	Operative
14.	6728181	Menaka Jewellers Shop No. 4, Chowrasta, Warangal Hanmakonda, Andhra Pradesh-506011	17/07/2007	IS 1417: 1999 Gold and Gold alloys jewellery/artefacts fineness and marking	19-07-2010	MTD	Operative
15.	6728282	Suraj Bhan Jewellery 5-8-623, Abid Road, Hyderabad, Andhra Pradesh-500001	17-07-2007	IS 1417 : 1999 Gold and Gold alloys jewellery/artefacts fineness and marking	17-07-2010	MTD	Operative
16.	6731978	Nayagar Aqua Industries Sy.No. 9, Malkapur(V), Karimnagar, Ramagundam Mandal, Andhra Pradesh	23-07-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	29-07-2008	FAD	Operative
17.	6730572	Mahadev Srigopal & Company D.No. 5-13/1/2, Sy. No.176, Vishwanathpet, Adilabad Nirmal, Andhra Pradesh	23-07-2007	IS 14543 : 2004 Packaged drinking water (Other than packaged natural mineral water)	24-07-2008	FAD	Operative
18.	6730673	S.K. Minerals D. No.19-4-279/ A/77/5/2 Near Meeralam Tank, Rangareddi Hyderabad Andhra Pradesh-500052	24-07-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	24-07-2008	FAD	Operative

1	2	3	4	5	6	7	8
19.	6730774	Bharath Industries D.No.9-3-12 (B), R.R. Tank Road, Balajiraopeta, Near Poleramma Temple, Ongole Prakasam District, Prakasam, Ongole Andhra Pradesh	25-07-2007	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	24-07-2008	FAD	Operative
20.	6730976	Dinesh Jewellers A-19&20, Mayur Kushal complex, Gunfoundry, Hyderabad, Andhra Pradesh-500001	26-07-2007	IS 1417 : 1999 Gold and Gold alloys jewellery/artefacts fineness and marking	29-07-2010	MTD	Operative
21.	6731069	Choudhary Jewellers & Silver Palace 32-37, New Market Road, Shapur Nagar, IDA, Jeedimetla, Rangareddi, Hyderabad Andhra Pradesh-500055	26-07-2007	IS 1417 : 1999  Gold and Gold alloys jewellery/artefacts fineness and marking	26-07-2010	MTD	Operative

[F. No. CMD-13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 दिसम्बर, 2007

का. आ. 3566.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलायन्स इण्डस्ट्रीज लिमिटेड की आन्ध्र प्रदेश में संरचनाओं से गुजरात राज्य में नवसारी जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-हैदराबाद-अहमदाबाद गैस पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खूनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है; इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार का अर्जन के सम्बन्ध में श्री वी.आइ. गोहिल, सक्षम प्राधिकारी, मैसर्स रिलायन्स गैस ट्रांसपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड, पाइपलाइन परियोजना, आनन्द महल अपार्टमेंट, आनन्द महल रोड, अडाजन, सूरत-395009, गुजरात राज्य को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

तहसील : नवसारी	जिला : नवसारी	राज्य : गुजरात		
गांव का नाम	सर्च नम्बर/ब्लॉक नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	चौ.मी
1	2	3	4	5
1. ओनची	85*	00	00	41
	84*	00	02	50

\*का.आ. 3032 दिनांक 16-11-2004 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल।

1	2	3	4	5
1. ओनची—(जारी)	79/ब*	00	01	87
	77*	00	03	17
2. मोलधरा	346*	00	13	01
	342*	00	06	56
	360*	00	11	16
	367*	00	06	86
	361*	00	02	00
	362	00	00	50
	359	00	00	73
	363*	00	02	04
	450*	00	03	28
	451*	00	02	01
	460*	00	01	60
	565*	00	02	12

तहसील : नवसारी	जिला : नवसारी	राज्य : गुजरात		
गांव का नाम	सर्वे नम्बर/ब्लॉक नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	चो.मी
1	2	3	4	5
1. उदाच	1594**	00	04	67

\*का.आ. 3032 दिनांक 16-11-2004 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल ।

\*\*का.आ. 1377(अ) दिनांक 06-08-2007 में 3(1) की अधिसूचना का अतिरिक्त क्षेत्रफल ।

[फा सं एल-14014/39/2004-जी.पी.]

के.के. शर्मा, अवर सचिव

### MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 19th December, 2007

S.O. 3566. —Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from structures in Andhra Pradesh of M/s. Reliance Industries Limited, Kakinada-Hyderabad-Uran-Ahmedabad gas pipeline should be laid by M/s. Reliance Gas Transportation Infrastructure Limited, to various consumers of District Navsari in the State of Gujarat ;

And whereas it appears to the Government of India that for the purpose of laying the said pipeline, it is necessary to Acquire the Right of User in Land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 ( 50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying of the pipeline under the land to Shri V. I. Gohil, Competent Authority, M/s. Reliance Gas Transportation Infrastructure Limited, Pipeline Project, Anand Mahal Apartment, Anand Mahal Road, Adajan, Surat - 395009, Gujarat.

**SCHEDULE**

Tehsil : Navsari		District: Navsari		State: Gujarat	
Name of the Village	Survey No./Block No.	Area to be acquired for RoU			
		Hectare	Are	Sq.m.	
1	2	3	4	5	
1. Onachi	85*	00	00	41	
	84*	00	02	50	
	79/B*	00	01	87	
	77*	00	03	17	
2. Moldhara	346*	00	13	01	
	342*	00	06	56	
	360*	00	11	16	
	367*	00	06	86	
	361*	00	02	00	
	362	00	00	50	
	359	00	00	73	
	363*	00	02	04	
	450*	00	03	28	
	451*	00	02	01	
	460*	00	01	60	
	565*	00	02	12	

Tehsil : Gandevi		District: Navsari		State: Gujarat	
Name of the Village	Survey No./Block No.	Area to be acquired for RoU			
		Hectare	Are	Sq.m.	
1	2	3	4	5	
1. Undach	1594*	00	04	67	

\* Additional Area to 3(1) Notification S.O. 3032, Dated 16-11-2004.

\*\* Additional Area to 3(1) Notification S.O. 1377(E), Dated 06-08-2007.

[F.No.L-14014/39/2004-G.P]

K. K. SHARMA, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 26 नवम्बर, 2007

का.आ. 3567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एन. टी. पी. सी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 96/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-2007 को प्राप्त हुआ था।

[सं. एल-42012/106/2003-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 26th November, 2007

S.O. 3567.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 96/2003 of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the industrial dispute between the management of M/s. National Thermal Power Corporation. Ltd., and their workman, received by the Central Government on 26-11-2007.

[No. L-42012/106/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

**ANNEXURE****MINISTRY OF LABOUR****BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI**

Presiding Officer : R. N. RAI

I.D. No. 96/2003

**IN THE MATTER OF :**

Shri Jagdish Chander,  
S/o Late Shri Deepchand,  
R/o Vill & Post Jharodakalan,  
New Delhi-110072.

**VERSUS**

The Chairman,  
M/s. National Thermal Power Corpn. Ltd.,  
(Badarpur Division)  
New Delhi-110044.

**AWARD**

The Ministry of Labour by its letter No. L- 42012/106/2003 [IR (CM-II)] Central Government Dated 16-6-2003 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Badarpur Thermal Power Station/National Thermal Power Corporation, New Delhi in terminating the services of Shri Jagdish Chander, Security Guard w.e.f. 23-12-96 is legal and justified? If not, to what relief he is entitled to?”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman above named was working with the management as Secu-

rity Guard at Badarpur Division having employment No. 51585 since 23-10-1973. The workman was confirmed and got the status of permanent employee.

That the workman was performing his duties with utmost sincerely, diligently and with dedication and no complaint regarding his work was ever made by the management during his whole tenure of service.

That the workman was stabbed by some miscreant person due to which he had to apply for medical leave w.e.f. 10-11-96 to 23-12-96. 24th & 25th December, being suffix holidays, workman reported duty on 26-12-96. The workman submitted a medical certificate issued by Govt. dispensary at the time of reporting for duty but he was not allowed to join duties by the management.

That the workman met the senior officers when he was not allowed to join duties, but they also did not allow him to join duties. He was asked to come on the following day; he was again not allowed duties when he reported on the next day.

That the workman was shocked to know that his services have been terminated by the management w.e.f. 23-12-96 without assigning sufficient reason. The letter for termination of service was received by the workman under protest on 2-1-97.

That the workman preferred an appeal vide appeal dt. 15-1-97 through UPC before GM, NTPC against the order of termination of his services. The appeal of workman dt. 15-1-97 still remains undecided and the management has chosen not to dispose of it even after lapse of more than sufficient time required for disposal of such representation. The workman vide letter dt. 14-7-97 requested to dispose of his earlier representation dated. 15-1-97 wherein he had appealed to the GM for revocation of order of termination of his services.

That subsequently the workman served a legal notice through his counsel Shri Jati Ram wherein the management was called upon to amicably settle the matter and revoke the order of termination of service and to pay the back wages and take the workman on duty with continuity of service within a fortnight from the receipt of the notice. The notice dt. 24-7-2000 was sent through Registered AD which was duly served, but the management did not consider the right and just demand of the workman.

The order of termination is self explanatory and it does not call any repetition here. It is not based on any reasons and principles of natural justice were violated as the workman was not given any proper and reasonable opportunity of being heard. Though its foundation is misconduct, but there was no enquiry about the same.

That the order of termination is bad in law and cannot stand in a judicial scrutiny. It is liable to be set aside and the workman is entitled to be reinstated with full back wages and continuity of service. The workman is unemployed since his illegal termination. He could not get alternative

gainful employment despite his best efforts and is ready to serve the management. The workman served a legal notice dt. 19-5-2001 which is in continuation of his earlier representations.

That Shri R. K. Sharma, Personnel Officer, who looked after the security section independently was biased against the workman because he had made a complaint against him on 23-4-94 through the union on account of his high handedness, hence the present termination of his revenge.

The Management has filed written statement. In the written statement it has been stated that the present reference has been made by the appropriate Government in a rote and mechanical manner without application of mind, therefore the present reference is liable to be rejected.

That the reference has been made after long gap of about 7 years. The workman did not make any effort to approach the conciliation officer and has raised the dispute after great delay and the same is liable to be rejected on this ground. The workman is guilty of laches as such the present statement of claim is liable to be rejected on this ground itself.

That reference has been made after long gap of about 7 years. The workman did not make any effort to approach the conciliation officer and has raised the dispute after delay and the same is liable to be rejected on this ground. The workman is guilty of laches as such the present statement of claim is liable to be rejected on this ground itself.

That the workman initially joined as Security Guard w.e.f. 23-10-73 with Central Electricity Authority and was absorbed in NTPC with effect from 1-4-78 when the management of Badarpur Thermal Power Station was given by Government to N.T.P.C. on his absorption in NTPC with effect from 1-4-78 the services of the workman were governed by the Industrial Employment (Standing Orders) Act, 1946 initially Model Standing Orders and later on Certified Standing orders, Leave Rules and other Rules applicable from time to time. The workman was deemed to have voluntarily abandoned the services of the respondent corporation without notice as per clause 12 of Certified Standing Orders and clause 25 of Leave Rules of the Corporation as applicable to the workman. The relevant clauses of the Certified Standing Orders and Leave Rules are annexed herewith as Annexure I + II resp. The action was taken by the management against the workman for his misconduct of being unauthorized absences from duty w.e.f. 10-11-1996 and not responding to the respondent corporation's letters. After taking into consideration the workman's past record and letters issued to him twice, thereby calling upon him to join the duty immediately or he shall be treated as unauthorized absent from duty. The order of the management was communicated vide letter dated 23-12-1996. The workman has miserably failed to make out any ground for challenging the action of the

management by which the workman was deemed to have abandoned the services of the respondent.

That the workman has not mentioned the fact that the workman had filed a Civil Writ Petition No. 3954/2000 before the Hon'ble High Court of Delhi challenging the order of the management by which he was deemed to have abandoned the services and the same was dismissed by the Hon'ble High Court of Delhi. The workman has not disclosed the vital information of the filing of the writ petition before the Hon'ble High Court and its dismissal and as such the present claim of the workman is liable to be rejected.

It is submitted that the workman initially joined Central Electricity Authority (CEA) as Security Guard w.e.f. 23-10-73 and was absorbed in NTPC with effect from 1-4-78 on his absorption in NTPC with effect from 1-4-78 the services of the workman were governed by the Industrial Employment (Standing Orders) Act, 1946 initially Model Standing Orders and later on Certified Standing Orders, Leave Rules and other Rules applicable from time to time. The workman was deemed to have voluntarily abandoned the services of the respondent corporation without as per clause 12 of Certified Standing Orders and clause 25 of Leave Rules of the Corporation. The order of the management was communicated vide letter dated 23-12-1996.

That the contents of para No. 2 of the claim petition are wrong and denied. It is denied that the workman was performing his duties sincerely, diligently and with dedication. It is further denied that there were no complains made by the management regarding his work done during his whole tenure of service. The service record of the workman from the beginning of his service with Central Electricity Authority has been full of unauthorized absence and misconduct on various counts; the details of the same are give below:

#### YEAR PERIOD OF UNAUTHORISED ABSENCE

1993	152 Days
1994	119 Days
1995	182 Days
1996	119 Days till 23-12-96

The workmen again unauthorizedly absented himself from duty with effect from 10-11-96. The workman was issued two letters asking for joining the duty immediately. The workman despite the receipt of the said letters did not respond and failed to join the duty. Therefore the management was left with no other option but to deem that the workman is no more interested in the services and he has continuously absented himself from 10-11-96 and the workman was deemed to have the voluntary abandoned the services of corporation without notice as per clause 12 of the certified standing orders and clause 25 of the leave rules of the NTPC applicable to the workman. The workman

was intimated about the abandonment of services vide order dated 23-12-96. And as such at a much belated stage the workman cannot be allowed to raise the grievances which are nothing but afterthought and an attempt to harass the management. The reference order is absolutely bad in law and is liable to be rejected.

It is denied that the workman was stabbed by somebody and for that he had to remain on medical leave as alleged w.e.f. 10-11-1996 to 23-12-1996. It is denied that workman reported for duty on 26-12-1996 and was not allowed to join duty by the management. It is submitted that the story cooked up by the workman is false, frivolous and after thought. The workman unauthorizedly absented from duty w.e.f. 10-11-1996 and neither joined the duty nor responded to the management's letters and the workman was deemed to have voluntarily abandoned the services of the Corporation. It is submitted that no intimation about the alleged ailment whatsoever was given by the workman till the passing of the order dated 23-12-1996. The workman after having come to know about the order dated 23-12-1996 cooked up the story of his illness.

It is denied that the workman met the senior officers and that he was not allowed to join the duties as alleged or that he was asked to come on the following day. It is submitted that the allegations are false and cooked up.

It is denied that the service of the workman was deemed to have voluntary abandoned without assigning sufficient reasons as alleged. The letter dated 23-12-1996 issued by the Disciplinary Authority gives detailed reasons and the workman has not controverted the reasons given therein. The order was passed on 23-12-1996 by the Disciplinary Authority and the workman was intimated the abandonment of the services vide letter dated 23-12-96 and the said order was dispatched in due course. The workman after having come to know the order dated 23-12-1996 has cooked up the story of his illness.

It is denied that the management has not complied with the principles of natural justice while the workman was treated to have voluntary abandoned the services of the Corporation. It is also denied that the workman was not given proper hearing before passing the order. It is submitted that there was no need for conducting any enquiry because the workman despite the receipt of the letters of the management did not respond and failed to join the duty. Therefore the management was left with no other option but to deem that the workman is no more interested in the services and has continuously absented himself from 10-11-96. The workman was deemed to have voluntary abandoned the services of the Corporation without notice as per clause 12 of the certified standing orders and clause 25 of the leave rules of the NTPC applicable to the workman. The order was passed on 23-12-1996 by the Disciplinary Authority and the workman was intimated the abandonment of the services vide letter dated 23-12-96 and the said order was dispatched in due

course. The workman after having come to know the order dated 23-12-1996 has cooked up the story of his illness.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was a confirmed employee. He has got the status of permanent employee. He was stabbed by some miscreant person due to which he has to apply for medical leave w.e.f. 10-11-1996 to 23-12-1996, 24th and 25th being suffix holidays. The workman reported for duty on 26-12-1996. He submitted a medical certificate issued by Government Dispensary at the time of reporting for duty but he was not allowed to join duty by the management. The services of the workman have been illegally terminated by the management w.e.f. 23-12-1996 without assigning sufficient reasons. The workman was not given any reasonable and proper opportunity of being heard.

It was submitted from the side of the management that reference has been made after a long gap of 7 years. It is time barred.

It was further submitted that the workman was deemed to have voluntarily abandoned the services of the respondent Corporation without notice as per clause 12 of the Certified Standing Orders and Clause 25 of Leave Rules of the Corporation as applicable to the workman. The workman was unauthorizedly absent w.e.f. 10-11-1996 and he did not respond to the Corporation's letter taking into consideration the workman's past record and letters issued to him twice calling upon him to join duty immediately the management served a notice but the workman did not turn up. His services were terminated as per clause 12 of the Certified Standing Orders and as per clause 25 of the Leave Rules of the Corporation as applicable to the workman.

Clause 12 of Certified Standing Orders is regarding a workman who remains absent and does not report for duty within 8 days from the date of expiry of leave granted to him. He shall loose lien of his post and shall be deemed to have voluntarily left the services of the Corporation without notice.

Rule 25 of the Leave Rules of the management is also regarding unauthorized absence of a workman who has proceeded on leave but did not report on duty within 8 days on expiry of leave granted to him.

Clause 12 of the Certified Standing Orders and Rule 25 of the Leave Rules are applicable in the case of those workmen who proceeded on leave after getting it approved and did not report to duty within 8 days after expiry of the approved leave period.



In the instant case the workman has not proceeded on sanctioned leave. Leave was not sanctioned to him. He unauthorizedly absented himself from 10-11-1996 without any intimation. Clause 12 of the Certified Standing Orders and Rule 25 of the Leave Rules are regarding over stayal of leave. The workman in this case has not over stayed his leave period. No leave was granted to him. He remained absent unauthorizedly.

In the circumstances the workman's case comes up under Clause 21 (7) of the Certified Standing Orders which enumerates absence from duty without leave or without sanctioned cause. Under clause 21 (7) of the Certified Standing Orders an inquiry should be held for proving the misconduct of the workman.

It was further submitted from the side of the workman that due to sudden stabbing by some miscreant the workman remained absent from 10-11-1996 and after being cured he went to the management with medical certificate and application, so the Leave Rules and Certified Standing Orders regarding over stayal of leave are not applicable in the facts and circumstances of the present case.

It was submitted from the side of the management that the workman was a habitual absconder. He was in a habit of remaining unauthorizedly absent on various occasions and various warnings and other punishments were inflicted on the workman.

The details of which are given below :—

1. Warning issued vide letter dated 1-3-1974 for absence from duty.
2. Warning issued vide letter dated 17-7-1974 for absence from duty.
3. Suspension w.e.f. 22-9-1974 to 23-6-1975 vide letter dated 28-9-1974.
4. Chargesheet vide letter dated 2-1-1975.
5. Suspension revoked vide letter dated 21-6-1975. No remuneration paid for the period of suspension vide letter dated 14-7-1975.
6. Minor penalty of stoppage of one increment with cumulative effect vide letter dated 27-8-1975.
7. Warning issued vide letter dated 14-5-1976.
8. Termination from service w.e.f. 29-7-1976 vide letter dated 27-7-1976.
9. Re-employment w.e.f. 21-1-1978 on the same post he was holding before the termination and same level of pay that he was drawing during the intervening period he was not paid any pay vide order dated 21-1-1978.
10. Warning issued vide letter dated 21-4-1984.
11. Chargesheet vide letter dated 7-12-1982.
12. Inquiry ordered vide letter dated 30-12-1983.
13. Imposed penalty of four days suspension without wages w.e.f. 1-5-1985 to 4-5-1985 vide letter dated 30-4-1985.

14. Chargesheet vide letter dated 6-5-1985.
15. Imposed penalty of stoppage of 2 increments vide letter dated 3-5-1985.
16. Chargesheet vide letter dated 20-11-1989 for unauthorized absence.
17. Chargesheet vide letter dated 13-1-1990 for unauthorized absence.
18. Chargesheet vide letter dated 15-1-1991 for unauthorized absence.
19. Chargesheet vide letter dated 29-1-1992 for unauthorized absence.
20. Chargesheet vide letter dated 22-1-1993 for unauthorized absence.
21. Chargesheet vide letter dated 12-5-1993 for unauthorized absence.
22. Chargesheet vide letter dated 24-8-1993 for unauthorized absence.
23. Chargesheet vide letter dated 28-12-1993 for unauthorized absence.
24. Show cause for censure issued on 12-10-1996.
25. Major penalty of reduction in lower stage in time scale on pay by to increments for a period of two years was issued vide letter dated 12/16-10-1996.

It was further submitted from the side of the management that the Leave Rules framed by the management are applicable regarding its workmen, Standing Orders are not applicable.

As per Rule 25 an employee who remains absent for 8 days after the expiry of sanctioned leave shall loose lien on his post and shall be deemed to have been voluntarily left the services of the Corporation.

This provision if for those employees who have proceeded on sanctioned leave and they have not turned up within 15/8 days after expiry of the sanctioned leave. In the instant case the workman remained absent without any intimation or sanction. He approached all of sudden after the order of termination was passed against him.

It was further submitted that the workman approached the management after almost 15 days while notices have been sent to him twice for appearance.

The workman has filed WW 1/1A in which he has intimated the management that he was ill from 10-11-1996 and he will approach with medical certificate after being cured. This cannot be treated to be leave application of the workman, it is simply intimation.

The substantial question is whether the workman was so seriously ill that he could not attend his duties. He has not filed any certificate regarding his serious illness. The case of the workman is not covered under Clause 12 of the Standing Orders over stayal of leave.

In the circumstances the management should have held inquiry to ascertain the illness of the workman and his

enability to report to duty. The management should have terminated the services of the workman after holding inquiry. The management has simply issued notice for joining and when the workman did not join; his services were terminated by the management.

My attention was drawn to JT 2002 (6) SC 162. It has been held in this case that doctrine of natural justice is an inbuilt requirement of standing orders.

My attention was drawn by the management to 2004 LLR 953. It has been held in this case that in case a workman in each case was without sanctioned leave .... Mere making of application after or even before absence from work was of no avail as the requirement was obtaining leave in advance.

The workman has no doubt been absented on several occasions unauthorisedly. It is not denied by the workman that he was not absent in 1993 for 152 days, 119 days in 1994, 182 days in 1995, 119 days till 23-12-1996. The workman has been absent in all these five years for almost 1/2 in each year. It has not been also denied that the several punishments have not been imposed on the workman. It is no doubt no management will retain such an employee having a habit of remaining unauthorizedly absent on various occasions but the present incident cannot be decided in the light of precedents. The management can take help of previous management unauthorized absence of the workman on various occasions while giving punishment. The certificate filed by the workman does not inspire confidence. However, in such cases a fair inquiry should be held prior to inflicting punishment. The order of termination dated 23-12-1996 is not justified. It is liable to be set aside and it is set aside.

It is true that the workman was absent for 152 days in 1993, 119 days in the year 1994, 182 days in 1995 and 119 days in 1996. No management will like to retain such an employee who is in the habit of remaining absent unauthorizedly. It is also true that the workman has been served chargesheets and given warnings on 25 occasions. It appears that the management acted hastily and treated the workman as voluntarily abandonment of his services. Clause 12 of the Certified Standing Orders and Rule 25 of the Leave Rules are for over stayal. The order of voluntarily abandonment of service cannot be passed under Clause 12 of Certified Standing Orders and Rule 25 of Leave Rules. In the circumstances it was necessary for the management to hold an inquiry and pass appropriate order. However, the workman is not entitled to any back wages; any consequential benefits and continuity of service in view of his previous unauthorized absence. The order dated 23-12-1996 is set aside.

The management should simply reinstate the workman and hold an inquiry as has been observed above and take appropriate action. The order of the management is neither legal nor justified as it is against the provisions

of Leave Rules and Certified Standing Orders. The law cited by the management is not applicable in the facts and circumstances of the present case.

The reference is replied thus :--

The action of the management of Badarpur Thermal Power Station/National Thermal Power Corporation, New Delhi in terminating the services of Shri Jagdish Chander, Security Guard w.e.f. 23-12-1996 is neither legal nor justified. The management is directed to reinstate the workman without back wages within two months from the date of the publication of the award. The management is at liberty to hold inquiry regarding the unauthorized absence of the workman and to take appropriate action.

The award is given accordingly.

Date: 19-11-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 26 नवम्बर, 2007

का.आ. 3568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. बी. आई. (सेबी) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 12/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-11-2007 को प्राप्त हुआ था।

[सं. एल-42012/34/2005-आई आर(सी एम-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 26th November, 2007

S.O. 3568.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 12/2006 of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure in the industrial dispute between the management of Securities Exchange Board of India (SEBI), and their workman, received by the Central Government on 26-11-2007.

[No. L-42012/34/2005-IR (CM-11)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. RAI

I. D. No. 12/2006

IN THE MATTER OF :

Shri Andand Ballabh & others, C/o Bharat Bhushan, 71/16, Subhash Nagar, New Delhi-1100027.

Versus

The Regional Manager,  
Securities Exchange Board of India (SEBI),  
Rajendra Bhawan, Rajendra Place,  
New Delhi.

#### AWARD

The Ministry of Labour by its letter No. L-42012/34/2005 -IR(CM-II) Central Government Dt. 16-2-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the demand of Shri Anand Ballabh & others for reinstatement and regularization in the establishment of SEBI is legal and justified? If so, to what relief they are entitled?”

The workmen applicants have filed claim statement. In the claim statement it has been stated that the workmen had been engaged initially at different times commencing from 1993 to 1997 through M/s. Universal Enterprises at Kailash Building, Kasturba Gandhi Marg, New Delhi. The workmen had been engaged to carry certain menial jobs like receiving and delivering of DAK, operating and maintaining air conditioning plants, carrying minor electrical repairs, operating on EPABX, Telex, Fax and Xerox Machine besides serving tea, coffee, water to the staff on demand and giving files, stationary etc. to the staff on demand and carrying the same from one table to the other on the orders of the officers or staff of the Respondent Management. It may be mentioned that Shri Anand Ballabh had been appointed without the intervention of aforesaid M/s. Universal Enterprises.

That the said M/s. Universal Enterprises at Kailash Building, Kasturba Gandhi Marg, New Delhi was only a name as a contractor but was not actually controlling work or conduct of these workmen. The work of the workmen was being directly controlled by the management. The officers of the management used to allot duties and orders as to what work was being done by which workmen and then control and supervise the work directly. It used to be decided by the officers of the management as to when any workman was to be sent for outside job for collecting some DAK or delivering it and payment for such work was being done by the management directly though the monthly wages were being paid through the M/s. Universal Enterprises at Kailash Building, Kasturba Gandhi Marg, New Delhi. There was a paper arrangement between the said M/s. Universal Enterprises and the management and the M/s. Universal Enterprises was a contractor and the management was the principal employer although as stated above the work of the workmen was being controlled and supervised by the management directly through its officers and staff.

That the so called contract i.e. M/s. Universal Enterprises had no role whatsoever in allocating the work to be done by the workmen from time to time on day to day basis. No representative of M/s. Universal Enterprises was

ever present on the spot to supervise the work of any of the workmen. There was no control or supervision of M/s. Universal Enterprises on the work or conduct of the workmen in any sense of the word whatsoever. The said contractor had only provided the conduct for the employment of the workmen with the management. It may be mentioned here that one Shri P.R. Rajshekhar and one Shri Dhani Ram had also been appointed through the said M/s. Universal Enterprises and they were absorbed in the service of the management directly.

That the fact that the services of two of the workmen appointed through M/s. Universal Enterprises had been regularized speaks itself volumes that the management had a policy to regularize in service, the persons recruited through M/s. Universal Enterprises.

That another fact that one Shri Anand Ballabh though appointed directly by the management was subsequently shown as having been appointed through M/s. Universal Enterprises also shows that the M/s. Universal Enterprises was merely a name lender as contractor and not a contractor employer in real sense of the word. Only a semblance was created that M/s. Universal Enterprises was a contractor employer, the management was the Principal Employer and the workmen were contract employees.

That the moment the workmen started raising the voice for being regularized, the management which had been keeping the device of employing the workmen artificially as contract employees immediately terminated the contract with M/s. Universal Enterprises and through this device terminated the service of the workmen without giving any cause, notice, or wages in lieu notice, retrenchment compensation, in violation of Section 25 of Industrial Disputes Act.

That the management is a Government organization and State under Article 12 of the Constitution of India. It ought to have acted as a model employer and could not have acted otherwise. Being State it could not have discriminated between the Claimant workmen and the other two workmen regularized by it though they were all similarly placed.

That the workmen were paid much less than the payment they were entitled to even as ordinate employees in terms of their regulation. The Management being State could not have discriminated as far as payment of wages is concerned between whom it recognize as its direct employees and the workmen whom it refused to recognize as directed employees contrary to the reality. The law requires that even the contract labours were entitled to equal wages. The above may not be treated as an admission on the part of the workmen that they were contract employees.

The workmen submit that they were direct employees of the management as their work and conduct was being directly controlled and supervised by the management and

the M/s. Universal Enterprises was merely a name lender as a contractor and had no control over the work of the workmen nor did M/s. Universal Enterprises do anything to supervise the work and conduct of the workmen. Merely because the wages were being disbursed through M/s. Universal Enterprise, M/s. Universal Enterprises cannot be termed as a real employer and the workmen as contract employees.

That the workmen are entitled to be treated as direct employees of the management in the facts and circumstances of the case. Even otherwise the management had a policy of regularizing the services of the employees through the contractor and being a State could not have discriminated between one set of the employees and the other when they were similarly placed. From this point of view the workmen are entitled to be regularized in the service of the management.

The Management has filed written statement. In the written statement it has been stated that, it is submitted that the Securities and Exchange Board of India (hereinafter referred to as SEBI) is a regulatory Agency which has been established under the Securities & Exchange Board of India Act in 1992. SEBI is an independent and autonomous body constituted under the act of the parliament. It is pertinent to mention that SEBI is only a regulatory body and not profit making organization. It runs its activity with the aid of SEBI general fund as provided under Section 14 of the SEBI Act.

The capital market had been witnessing tremendous growth in the recent times, particularly by increasing participation of the public. Investor's confidence in capital market got sustained largely by ensuring investors protection. With this object and view, the Government decided to vest SEBI with statutory powers, required for dealing effectively with all matters relating to capital market. Therefore, it is submitted that SEBI in order to carry out its functions effectively was given the status of statutory body and, independence required to regulate and promote the capital market.

The powers and the functions of the board are described u/s. 11 of SEBI Act, 1992, sub-section (1) of Section 11 provides that subject to the provisions of the Act, it shall be the duty of the board to protect the interest of the investors in securities and to promote the development and to regulate the securities market by such measures as it thinks fit.

The management is not an industry as defined in Section 2 (j) of the Industrial Disputes Act. A perusal of the Section 11 of the SEBI Act, which enumerates the functions of the SEBI in detail clearly reveal that SEBI is an independent and autonomous body constituted under the Act of the Parliament. It is not carrying on any trade, industry or commercial activity neither does it functions under the control of Central Government. It is submitted that SEBI is only a regulatory body and not an approved

marketing organization. It is submitted that the objects for establishing SEBI and the functions of SEBI which are clear from the provisions of the SEBI Act clearly establish that SEBI is not an industry nor it is carrying any trade or commerce.

The workmen are/were not the workmen of the management inasmuch as the workmen were under the employment of and were provided by one M/s. Universal Enterprises (Contractor) with whom the management had a contract for providing services maintenance/cleaning/dusting of the office premises of the management situated in Delhi. In terms of the agreement/contract entered into between the Contractor and the management, the contractor was to provide services for carrying out the above work in the Delhi office of the management, through the persons supplied by the Contractor. The period of the above services to be rendered by the Contractor was for a period of one year only. After the expiry of the contract period of one year, a fresh contract was entered into between the management and the Contractor for carrying out the above mentioned and/or allied works again for a period of one year only.

The workmen therefore were never employed by the management and hence the wages of the workmen were not being paid by the management to the workmen. The contracts of providing services to the management were between the management and the contractor which contracts were valid in law.

The provisions of Section 2(oo) of the Industrial Disputes Act, 1947 do not come into play in the present case in view of the fact that even assuming for the sake of arguments though not admitting that the provisions of the Industrial Disputes Act, 1947 applies to the management and consequently the workmen were in fact workmen of the management, the indirect termination of the services of the workmen cannot be termed as retrenchment under the provisions of Section 2(oo) of the Industrial Disputes Act, 1947 inasmuch as the termination of the services of the workmen was a result of the non-renewal of the contract between the management and the workmen concerned on its expiry. The last contract executed between the management and the Contractor which was executed on July 1, 1998 expired on 30th June, 1999, and the same was not renewed thereafter. The termination of the workmen therefore comes with the purview of the exception created by the legislature in terms of the sub-clause (bb) of Section 2 (oo) of the Industrial Disputes Act, 1947.

It is further denied that Shri Anand Ballabh was appointed without the intervention of afore mentioned M/s. Universal Enterprises. It has been admitted by Shri Anand Ballabh in the Writ Petition as well complaint filed before the Asstt. Labour Commissioner (Central) that all the workmen including the claimant had been engaged through the contractor. It is denied that the claimants had been working under the control and supervision of SEBI. The

claimants have themselves admitted in the Writ Petition that they were under the employment of the contractor who used to pay them wages. It is denied that M/s. Universal Enterprises i.e. Contractor was only name lender but was not actually controlling work or conduct of these workmen. It is further denied that the work of workmen was being directly controlled by the management and the duties used to be allotted by the management. It is reiterated that the claimants had been employed by the contractor.

They were its employees drawing wages from it and were working under its supervision and control. A bare perusal of the documents clearly reveals that the persons provided by the contractor were under the direct control and supervision of the contractor.

It is denied that SEBI had any control over the above-mentioned persons in respect of the manner in which the work was performed. The work used to be supervised by the contractor. No attendance register was maintained by SEBI and they were answerable to the contractor. Besides this SEBI was not even informed about their proposed leave also. It is vehemently denied that the contractor had no role whatsoever in the allotment of duties. It is further denied that SEBI was making arrangement of allocation of their duties and was also changing them. It is vehemently denied that there was no control or supervision of M/s. Universal Enterprises on the work or conduct of the workmen. It is also denied that the contractor had only provided the conduct for the employment of the workmen with the management. It is denied that there was only any policy of SEBI to regularize the services of the persons recruited through M/s. Universal Enterprises was regularized under the said policy. It is further submitted that appointment of Shri P. R. Rejshekharan and Dhani Ram was in accordance with the mode and procedure adopted by SEBI for recruitment it is merely a co-incidence that they had earlier worked through M/s. Universal Enterprises.

It is submitted that SEBI is independent and autonomous body constituted under the Act of Parliament. It is not carrying on any trade, industry of commercial activity neither does it function under the control of Central Government. It is submitted that SEBI is only a regulatory body and not an approved marketing organization. It runs its activities with the aid of SEBI General Fund u/s. 14 of the SEBI Act. It is submitted that the objects for establishing SEBI and the functions of SEBI which are clear from the provisions of the SEBI Act clearly establish that SEBI is not an industry nor it is carrying any trade or commerce. It is further submitted that SEBI is neither an industry nor an establishment within the meaning of the Contractor Labour (Regulation and Abolition) Act. It therefore is not subject to the provisions of the Contract Labour (Regulation and Abolition) Act, 1970.

The respondents SEBI had nothing to do with the service conditions of the claimants as the claimants had

been appointed by the Contractor i.e. M/s. Universal Enterprises and the service conditions of the employees were a matter between the contractor and the claimants and SEBI was not concerned with it in any manner whatsoever. It is denied that the service contractors were governed by very regulations or law qua the management.

It is submitted that the claimants were receiving the wages admissible under law from the contractor. They were not entitled to claim parity with the pay scales of employees by SEBI. It has already been stated hereinabove, that their service conditions were fixed by their employers i.e. M/s. Universal Enterprises and they could not have claimed any parity with SEBI. It is further stated that SEBI in any manner was not responsible for fixing their pay scales and making the payment to them.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of their claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for adjudication :—

1. Whether there is employer-employee relationship between the management and the workmen?
2. Whether the management is an Industry?
3. Whether the workmen have completed 240 days and are entitled to reinstatement/regularization?
4. To what amount of back wages the workmen are entitled?
5. Relief if any?

#### ISSUE No. 1

It was submitted from the side of the workmen that they were engaged through contractor M/s. Universal Enterprises at Kailash Building, K. G. Marg, New Delhi and they worked from 1993 to 1997 under the control and supervision of the management. They were assigned the menial jobs like receiving and delivery of daks, operating and maintaining Air Conditions Plants, carrying minor electrical repairs, operating on EPABX, Telex, Fax and Xerox Machine besides serving tea, coffee, water to the staff on demand and giving files, stationary etc. to the staff on demand and carrying the same from one table to the other on the orders of the officers or staff of the Respondent Management. It may be mentioned that Shri Anand Ballabh had been appointed without the intervention of aforesaid M/s. Universal Enterprises.

It was further submitted that the work of the workmen was being directly controlled by the management. The



officers of the management used to allot duties and orders as to what work was being done by which workmen and then control and supervise the work directly. It used to be decided by the officers of the management as to when any workman was to be sent for outside job for collecting some DAK or delivering it and payment for such work was being done by the management directly though the monthly wages were being paid through the M/s. Universal Enterprises at Kailash Building, Kasturba Gandhi Marg, New Delhi. There was a paper arrangement between the said M/s. Universal Enterprises and the management and the M/s. Universal Enterprises was a contractor and the management was the principal employer although as stated above the work of the workmen was being controlled and supervised by the management directly through its officers and staff.

It was submitted from the side of the management that the workmen were engaged by the contractor and they worked under the control and supervision of the contractor. The workmen were under the employment of M/s. Universal Enterprises with whom the management had contract for providing service of maintenance/cleaning/dusting of the office premises of the management situated in Delhi. The contractor supplied the workmen and the workmen worked under the control and guidance of the contractor. The management has no control over the subsistence, skill and work of the contractor's workmen.

The contractor used to make payment of wages to the workmen. He was not only name lender but was actually controlling the work and conduct of these workmen. The duties were also allotted to the workmen by the said contractor.

It has been stated by the management witness in his cross-examination that their work included cleaning of the office and handling the dak and any other work which office peons can do. Mr. Sharad K. Sharma, Shri R. R. Murari were officers of the management at NRO.

"I agree that for equal work equal pay to be given. I have no knowledge if any pay scales were fixed for office peons or subordinate staff of our organization. I have no knowledge whether our officers were issued orders distributing or allocating duties to the workmen. As I was not directly handling administration I am not aware who was getting work done from the workmen."

It has been further stated by this management witness that it could be true that these workmen were given the jobs of delivery letters, documents and papers etc. by the officers of our office from time to time to be delivered at the offices of concerned Ministries of the Government of India, RBI Offices of Stock Exchanges, Residence of the Members of Boards of SEBI, Government Press.

It becomes quite obvious from perusal of the cross-examination of the witness that he has admitted that the workmen were given the jobs of dak delivery, documents

and papers etc. by the Officers of their office from time to time to be delivered at the offices of the concerned Ministries of the Government of India. MW1 has stated that he did not know whether his Officers were issuing orders for distributing and allocating duties to the workmen. He has further stated that he was not directly handling administration, so he was not aware as to who was getting the work done from the workmen.

This witness has admitted that the Officers of his office used to give the jobs of delivery of letters, papers to be delivered at the offices of the concerned Ministries of Government of India. This witness has expressed his inability to tell as to who controlled the work of the workmen and who allotted the duties to the workmen. He has not stated anywhere that the contractor controlled the work of these workmen. These workmen were working in the premises of the management, so their services are integrated to the management. These workmen worked under the control and guidance of the management as per the admission of MW1.

The workmen have filed paper No. B-141. This document is photocopy but this document has not been denied. The workmen cannot get the originals of the orders of the management. These documents show that the duties to the office boys have been assigned area-wise. The entire office work has been taken by these 4 workmen.

Paper No. B-143 is on the letter head of the management and Sh. Murna Lal has been assigned the work of collecting the commission cheque. It has been signed by the Sh. R. R. Murari, Officer.

Paper No. B-144 is also such a document signed by Sh. Sharad K. Sharma. Paper No. B-145 is office order by which Sh. Anand Ballabh and Sh. Sarinder have been allotted duties. This photocopy document has been signed by Sh. P. K. Bindlish and this document has been distributed to Admn. Department (All Concerned).

Paper No. B-146 is also photocopy regarding allotment of duties. It has been signed by Sh. C. R. Unny, Officer (Pers. and TRG.). Similarly Paper Nos. B-149, B-150, B-151, B-152, B-153, B-154, B-155, B-156, B-157 and B-158 are photocopies which relate to the assignment of work to these workmen. These photocopies are on the letter head of the management and it has been signed by the management. These documents also indicate that the duty chart was prepared by the management. There are several other documents which are photocopies no doubt but are on the letter head of the management and these photocopies have been signed by the management. These photocopies documents and signatures thereon have not been denied by the management. The originals are in the possession of the management. In such circumstances these photocopies are admissible in evidence. MW2 has also admitted in cross-examination that he had no knowledge whether duties to these workmen were assigned by the officers of the management. This witness has also

stated that he was not in a position to recognize the signatures on the photocopies of the documents filed by the workmen. The signatures on the documents mentioned above of the Officers of the SEBI has not been denied by any of the management witnesses.

The case of the management is that the workmen are engaged through contractors. In case the work is of perennial and permanent nature, contract labour should not be engaged.

It was submitted from the side of the management that in view of Uma Devi 2006 SCC (L & S) 753 no question of regularization arises. The Hon'ble Supreme Court in the same case has also emphasized that the Courts/Tribunals in their sympathy for the handful adhoc/casual employees before it cannot ignore the claims for equal opportunity for the teeming millions of the country who are also seeking employment. In such case, the Courts/Tribunals should adhere to the Constitutional norms and should not water down constitutional requirement in any way.

The Hon'ble Supreme Court in AIR 2001 SC 3527 has held that the industrial adjudicator will have to consider the question whether the contract has been interposed either on the ground of having undertaken to produce any given result for the establishment or supply of contract labour for work of the establishment under the genuine contract or whether it is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefits there under. If the contract is not genuine the alleged contract labour should be treated as the employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. In the instant case it is proven fact that the contractors are mere name givers and job lenders. The workman work under the control and supervision of the management.

It has been held in AIR 1953 SC 404 that if a master employs a servant and authorize him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for cash consideration, the employees thus appointed by the servant will be equally with the employer servant of the masters. In the instant case there is no servant to employ a number of persons. The name of the contractor is fake one. The workmen have been retained in the service of the management since 1995-96. 2 workmen have been working continuously since 1995-96 and they have become an asset to the management.

It has been held in 1997 AIR SCW Page 430 that the industrial adjudicator should decide whether there is valid contract or it is a mere ruse/camouflage and if it is found that the contractor is only a name lender the management should be directed to regularize the workmen.

According to the criteria there should be control and integration. The management has doubtless control over the alleged contractor's men as they worked in the

establishment of the management. They are integrated to the service of the management. There are no terms and conditions of the contract so there is master and servant relationship. The creation of contract labour is only sham and camouflage and the employer cannot be relieved of his liabilities.

In JT 1999 (2) SC 435—the Hon'ble Supreme Court has held that if the work is of perennial nature or of sufficient duration, contract workers shall be considered to be the direct employees of the management and they are entitled to be absorbed permanently as employees of the management.

The work in the instant case, no doubt, is of perennial nature as such the workmen have been continuously working since 1993. It is for sufficient duration. So the alleged contractor's men will become the servant of the management.

It was submitted from the side of the management that the workmen are the contractor's men and this Tribunal has no jurisdiction to regularize the workmen. Only the Central Government can abolish the contract labour and direct for regularization of the contractor's men. There is no merit in the argument of the management. The Hon'ble Supreme Court in a Catena of cases has decided that it is the duty of industrial adjudicator to examine and give findings whether contract labour is sham and a mere camouflage to evade the rigours of the labour laws.

In Pollock Law of Torts a servant and an independent contractor has been defined as under :—

The distinction between a servant and a independent contractor has been the subject matter of a large volume of case-law from which the text-book writers on torts have attempted to lay down some general tests. For example, in Pollock's Low of Torts, (Pages 62 and 63 of Pollock on Torts, 15th Edn.) the distinction has thus been brought out :

“A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or, as it has been put, retains the power of controlling the work, a servant is a person subject to the command of his master as to the manner in which he shall do his work .... An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before hand .....

In Salmond's Treatise on the Law of Torts the distinction between a servant and independent contractor has been indicated as under :—

“What then, is the test of this distinction between a servant and an independent contractor ? The test is the existence of a right of control over the agent in respect of the manner in which his work is to be done. A servant is an agent who works under the supervision and direction of his employer; an independent contractor is one who is his

own master. A servant is a person engaged to obey his employer's orders from time to time; an independent contractor is a person engaged to do certain work, but to exercise his own discretion as to the mode and time of doing it—he is bound by his contract, but not by his employer's orders."

The management retains the power of controlling the work so the workmen are the employees of the respondent/management.

The tests regarding independent contractor and intermediaries have been laid down in *Hussainabhai, Calicut V. the Alath Factory Thezhilali Union Kozhikode* [(AIR 1978 SC 1410 (3 Judges))] "the true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers subsistence, skill and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom the workers have immediate or direct relationship as contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer, based on Articles 38, 39, 42, 43 and 43-A of the Constitution. The Court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances."

My attention was drawn to another Constitution Bench Judgment—*Steel Authority of India*. It has been held as under :—

"Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workmen. But where a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question arise whether the contract is a mere camouflage as in *Hussainabhai Calicut's case* (supra) and in *Indian Petrochemicals Corporation's case* (supra) etc.; if the answer is in the affirmative, the workmen will be in fact an employee of the principal employer, but if the answer is in the negative, the workmen will be a contract labourer."

In the instant case the workmen have not been hired in connection with the work of a contractor but they have been hired by the contractor for the work of the respondents.

So in the instant case there is contract of service between the principal employer and the workmen. In view of the judgment the workmen become the employees of the management.

The Constitution Bench Judgment of *Steel Authority of India* is squarely applicable in the instant case. In *JT 2001 (7) SC 268* it has been held that "121(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of Contract Labour or otherwise, in an industrial dispute brought IOC before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned."

It has been held in this case that whether there is prohibition of contract labour or otherwise the industrial adjudicator will have to consider the question and in case the contract appears ruse and camouflage to evade compliance with various beneficial legislations the so called contract labour will have to be treated as the employee of the principal employer and he shall be directed to regularize the services of the contract workers.

According to well recognized definition of contract it is an agreement for a given result. The result should be visible. Contract labourers can be engaged for the work of contractor only and not for the work of any establishment. In the present case the work is of the establishment and not of the contractor. The term supply of labour by a contractor is against human dignity. No one can be a supplier of human labour to any establishment. It is the duty of the State to give employment to citizen and not of the contractors. Contractors cannot supply labour to any establishment.

In the instant case the workmen have been always working under the control and guidance of the management.

The Hon'ble Apex Court has held that the sole test is whether or not the hirer controlled the manner of executing the act in question. In the instant case it is amply proved by the admission of the two witnesses of the management and the documents mentioned above that the hirer i.e. the management has authority to control the manner of execution of act in question.

It has been further held by the Hon'ble Apex Court that in case the contract is mere a camouflage the workmen can be treated as the employees of the Principal Employer.



The workmen have been hired for the work of the establishment of SEBI and the workmen have worked under the control and supervision and guidance of the management so the contractor is a mere name lender and contract is sham. There is master and servant relationship between the management and the workmen. The workmen are the employees of the Principal Employer.

This issue is decided accordingly.

#### ISSUE No. 2.

It was submitted from the side of the management that the management (SEBI) is a regulatory agency established under the SEBI Act in 1992.

It was further submitted that SEBI is an independent and autonomous body constituted under the Act of Parliament. It is only a regulatory body. It is not profit making organization. It runs its activities with the aid of SEBI general fund. The SEBI has been given the status of statutory body. It is independent. It is required to regulate and promote the capital market. It is not carrying on any trade, business or commercial activities.

It was submitted from the side of the workmen that the judgment of the Constitution Bench (1978) 3 SCR 207 still holds the field so far as definition of 2 (j) of ID is concerned. The Hon'ble Apex Court in that judgment has laid down triple tests and in the light of these tests it is to be ascertained whether the respondent/management is an industry or not.

It has been held in Bangalore Water Supply that in an industry there should be systematic activity and it should be organized by cooperation between the employer and the employees and it should be for production and/or distribution of goods and service calculated to satisfy human wants and wishes. It has been held that absence of profit motive or gainful objective is irrelevant. The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer and employee relations. If an organization is not carrying on trade and business, it is not beyond the purview of industrial activities.

(1978) 3 SCR—Bangalore Water Supply case is a Constitution Bench judgment. It is still holding the field in the matter of adjudication of this point.

It has been held in this case that Section 2(j) of the Industrial Disputes Act, 1947 which defines industry contains words of wide import as wide as the legislature could have possibly made them. The problem of what limitations could and should be reasonably read in interpreting the wide words used in Section 2(j) is far too policy oriented to be satisfactorily settled by judicial decisions. The Parliament must step in and legislate in a manner which will leave no doubt as to its intention. That alone can afford a satisfactory solution to the question which has agitated and perplexed the judiciary at all levels.

In this judgment the Hon'ble Apex Court has laid down triple test to ascertain whether a particular unit or undertaking is an industry or not. It has been held in this case that where there is (i) systematic activity, (ii) organized by cooperation between employer and employee (the direct and substantial element is chimerical) (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious, but inclusive of material things or services geared to celestial bliss e.g. making on a large scale prasad or food).

(b) Absence of profit motive or gainful objective is irrelevant to be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer employee relations.

(d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

Although Section 2 (j) uses words of the widest amplitude in its two limbs, their meaning cannot be magnified to over or each itself.

The Hon'ble Apex Court has laid down further the dominant nature test. It has been held as follow :—

“Where a complex of activities some of which qualify for exemption, others not involves employees on the total undertaking some of whom are not workmen as in the University of Delhi case or some departments are not productive of goods and services if isolated, even then the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur will be the true test. The whole undertaking will be industry although those who are not workmen by definition may not benefit by the status.

Notwithstanding the previous clauses, sovereign functions, strictly understood (alone), qualify for exemption not the welfare activities of economic adventures undertaken by government or statutory bodies.

Even in departments discharging sovereign functions if there are units which are industries and they are substantially severable then they can be considered to come within section 2(j).

From perusal of the records it becomes quite evident that the respondent/management is engaged in systematic human activities. The respondents are not discharging duties for gains but gainful objective is irrelevant in deciding whether an undertaking is an industry or not.

The function of the respondent is to regulate and promote the capital market. There are systematic activities organized by operation between the employer and the employee. The respondent is not a profit making but gainful objective is irrelevant for holding an establishment to be

an Industry. The respondent is functioning with employer—employee relationship and there are systematic activities between the employer and the employees. An undertaking is held an Industry on the nature of work it is performing. The respondents are not engaged in a sovereign function.

In case activities of the respondents are considered in the crucible of the triple tests, the respondent is obviously an industry.

### ISSUE No. 3

The workmen have worked from 1993 to 1997. It is not denied that they have not worked regularly. The only case of the management is that they worked as contractor's men. While deciding Issue No.1 it has been held that there is direct relationship of employer and employee between the management and the workmen. The workmen have worked for more than 240 days admittedly. No retrenchment compensation and one month's pay in lieu of notice has been given to the workmen.

The workmen have worked continuously from 1993 to 1997 and it has been held while deciding issue No. 1 that there is master and servant relationship between the employer and employee. The workmen, after master and servant relationship is established, are entitled to the benefits of section 25 F of the ID Act, 1947. They have worked for long 4 years as regular employees under the management.

The workmen applicants are entitled to one month's pay in lieu of notice and retrenchment compensation in view of section 25 F of the ID Act, 1947.

The management has regularized two such contract workers without any regular process of selection. It is not denied by the management that Sh. P.R. Rajesh Khara and Sh. Dhani Ram (contract workers) have not been regularized on their simple application. It is also found proved that the management is still continuing such work with the other contractors. The work is in existence. These workmen have worked for 4 years. In such cases compensation is no remedy. If the work is existing the workmen should be reinstated. Engagement of contract labour for perennial nature of work is illegal in view of section 10 of the CLRA Act, 1970.

This issue is decided accordingly.

### ISSUE No. 4

It was submitted by the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

Services of the workmen were terminated in 1997 but they have raised this dispute in 2006 almost after 7 to 8 years. In view of the delay also they are entitled to get only 10% back wages. The law cited by the management is not applicable in the facts and circumstances of the present case.

This issue is decided accordingly.

### ISSUE No. 5

From the decision of the above 4 issues it becomes quite obvious that the services of the workmen have been terminated illegally and arbitrarily and the workmen are entitled to reinstatement along with 10% back wages.

The reference is replied thus :—

The demand of S/Shri Anand Ballabh, Munna Lal, Satish Kumar, Birender & Shri Rattan for reinstatement in the establishment of SEBI is legal and justified. The management should reinstate the workmen along with 10% back wages within two months from the date of the publication of the award.

The award is given accordingly.

R. N. RAI, Presiding Officer

Date : 21-11-2007

नई दिल्ली, 28 नवम्बर, 2007

का.आ. 3569.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू. डी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 96/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-42011/13/94-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th November, 2007

S.O. 3569.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 96/94 of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the industrial dispute between the management of C.P.W.D. and their workman, received by the Central Government on 28-11-2007.

[No. L-42011/13/94-IR (DU)]

SURENDRA SINGH, Desk Officer

**ANNEXURE**  
**BEFORE THE SANT SINGH BAL, PRESIDING**  
**OFFICER CENTRAL GOVERNMENT INDUSTRIAL**  
**TRIBUNAL No. I, NEW DELHI**

**L.D. No. 96/94**

In the matter of the dispute between :

Ms. Asha Joshi and Sushil Kumar Bhatt  
 Through General Secretary,  
 CPWD Mazdoor Union,  
 E-26 Old Quarter,  
 Baba Kharag Singh Marg,  
 New Delhi-110001.

...Workmen

*Versus*

Director General Works,  
 C.P.W.D. Nirman Bhawan,  
 New Delhi.

...Management

**APPEARANCES :** Workmen in person with  
 Shri B.K. Pd. A.R for the workmen.  
 Shri Bhisham Dev Mound A/R for  
 the Management alongwith  
 Shri S.C. Kapoor.

**AWARD**

The Central Government in the Ministry of Labour vide its Order No. L-42011/13/94-IR(DU) dated 12/17th August, 1994 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of C.P.W.D. in not regularizing the services of Ms Asha Joshi L.D. C. w.e.f. 1-5-87 and Shri Shshil Kumar Bhatt L.D.C. w.e.f. 26-7-86 is justified If not, what relief they are entitled to?”

2. Brief facts of this case as culled from record are that the workmen Ms. Asha Joshi and Sushil Kumar Bhatt have been working in J. Division, CPWD under the control of the management and both of them have been doing the work of typing. It is stated that regular L. D. Cs, recruited by the management have also been doing same type of work in the time scale of Rs. 950-1500 with all allowances whereas the workmen herein were only paid less wages and facilities. The workmen have been doing same and similar work as their counter parts in regular time scale have been performing but the management have been exploiting the workmen thereby indulged alsos in unfair labour practice; The management have been discriminating in the payment of pay and allowances as prescribed in Equal Remuneration Act, 1976. these type of discrimination is not permissible even under the Act and is also violative of natural rights granted by the Consitution of India in Part III. Only to deny the same wages and facilities, the workmen have been engaged on so-called contract basis on the regular job which is unfair labour practice under the 5th Scheduled of Indistrial Disputes Act, 1947. After the judgement of the Honourable Supreme Court vide their order dated 17-1-86 all the workmen had got arrears of their wages in the old pay scale of Rs. 260-400 and from

1-1-86 upto date they have been getting the wages in the time scale of Rs. 950-1500; The Hon'ble Supreme Court vide their order mentioned above had also directed the management and hoped that government will take appropriate action to regularize the services of those workmen who have been in continuous service/employment for more than 6 months and the Hon'ble Supreme Court in the matter of CPWD Karamchari Union Vs. Union of India and others on 25-3-92 have passed the following orders :

“The learned Additional Solicitor General appearing on behalf of the respondents states that the 91 workers except those who have already been regularized will be regularized within a period of four weeks subject to their eligibility and their seniority will be fixed later on. The regularization will not confer any right to claim seniority from the date of entry. We are accepting the statement of the Learned Addl. Solicitor General and we close this petition. The contempt petition is disposed of accordingly.”

That the management has not regularized the services of above mentioned workmen in the time siasle of Rs. 950-1500 even though they are having all essential qualifications and other eligibility conditions and continuously working since 1986 and to deny them the benefits of regular workmen in unfair labour practice adopted by the management. The management have also precribed the minimum qualification for the post of L.D. Cs as matric but the workmen Ms. Asha Josju is a Graduate and Shri Sushil Kumar Bhatt is M.A. That the Hon'ble Tribunal is within its jurisdiction to regularize the services of workmen as envisaged in 3rd Schedule in Item No. 7 'classification by Grade'. Thus the workmen Ms. Asha Joshi is entitled to be regularized as L.D.C. w.e.f. 1-5-87 and Shri Sushil Kumar Bhatt w.e.f. 26-7-87 respectively in the pay scasle of Rs. 950-1500. It is, therefore, prayed that the services of Ms. Asha Joshi may be regularized w.e.f. 1-5-87 and that of Shri Shshil Kumar Bhatt may be regularized w.e.f. 26-7-87 in the pay scale of Rs. 950-1500 with increments, bonus, seniority and with all consequential benefits in the grade.

3. The case has been contested by the management by filing written statement denying that the workmen are working in J Division an any capacity. They are doing typing work on contract basis and are paid @ Rs. 3/- per latter. Hence the question of regularization and entitlement of any relief does not arise. It is denied that they are covered under the I.D. Act and under any department recruitment Rules. It is stated that they are working on purely contract basis like the typing work got done from private shop. That as per the recruitment rules for the post of L.D. Cs. in the Government on which these two persons are seeking regularization a candidates should not only be educationally qualified but also he has to come through the competitive examination being held at present by the Staff Selection Commission. Therefore, they cannot be even said to be eligible for the post of L.D.C. Both the workmen

doing typing work on contract are not covered under the judgement of the Hon'ble Supreme Court dated 17-1-86 and the judgement dated 25-3-1992 is only for C.P.W.D. Workers not for private contract workmen. It is prayed that the workmen are not entitled for regularization as L.D.C. and for any consequential benefits.

4. The workmen filed rejoinder in which they denied the controverted facts of the written statement and reiterated their claim statement as correct.

5. The management examined Shri Amarjeet Singh Head Clerk of the management who stated that he know nothing about this case as this was last opportunity for management evidence and management failed to bring evidence. Hence management evidence was ordered to be closed on 13-5-97 and for workmen evidence case was adjourned to 22-7-97. workman Ms. Asha Joshi appeared as WW1 and Shri Sushil Kumar Bhatt appeared as WW2. They were cross examined by the management. WW1 stated that both the workmen used to work and sit in the office whenever they were called for work. The typewriter used by them belong to the department. Payment has been made to them on monthly basis on the basis of hand receipt.

Register in which entries regarding the letters typed by these people made is in the office. All these shows that workmen were completely under the control of the respondent CPWD and working on hand receipt basis and were in fact workmen-claimant and both the workmen possess higher qualifications then required for the post of L.D.C./typist. Ms. Asha L.D.C./typist. Ms. Asha Joshi is B.A. and Mr. Sushil Kumar Bhatt is M.A. as per documents placed on record.

6. Thereafter written arguments were filed by both the parties.

7. I have heard the A/Rs of both the parties at length.

8. I have given my thoughtful consideration to the contentions raised by both the parties.

9. The question which arise for consideration in this case is :—

1. "Whether both the workmen are workmen under provisions of I.D. Act.?

2. "Whether the workmen Ms. Asha Joshi and Sushil Kumar Bhatt are entitled to be regularized in service?

3. Relief.

10. Mr. Mund has contended that they are working on the typing work since 1-5-87 and 26-7-87 respectively on contract basis and are being paid Rs. 3 per page. As such they are not the workmen. On the other hand Mr. B.K. Pd. has refuted the above contentions stating that they are in fact workmen as they were doing the typing work at the rate of Rs. 3/- per page which goes to show that they are doing work of typing. It is an admitted fact that both the workmen have been working as typist or doing typing work with the respondent from 1-5-87 and 26-7-87 respectively till now as mentioned above i.e. to say they have been working for the last 20 years with the respondent without

any complaint which shows that their work is quite satisfactory and that they are competent to do the typing work. They are working with the respondent and there exists relationship of employer and employee between the workman and the respondent management. It is an admitted fact that they are working as typist and not working in any supervisory post. Hence they are workman under the provisions of I. D. Act. Both of them are workman as defined in the I. D. Act. From the above facts it is apparently clear that both the workman have been working for the last 20 years or so as typist satisfactorily with the management without any complaint which shows that they are quite efficient and competent in performance of their duties as typist. Hence they are entitled to the relief of regularization in view of the above discussions I hold that both the claimants Asha Joshi and Sushil Kumar Bhatt are workman and that they are competent and efficient to act as typist and the respondent is, therefore, directed to regularize Ms. Asha Joshi w.e.f. 1-5-87 and Mr. Sushil Kumar Bhatt w.e.f. 26-7-87 as typist Award is passed accordingly. File be consigned to record room.

Dated 15-11-07 SANT SINGH BAL, Presiding Officer  
नई दिल्ली, 28 नवम्बर, 2007

का.आ. 3570.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नवल डॉकयार्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-II, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी- 2/38 ऑफ 2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-14012/12/99-आई. आर. (डी.यू.)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th November, 2007

S.O. 3570.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/38 of 2004) Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in the industrial dispute between the Employers in relation to the management of Naval Dockyard and their workman, which was received by the Central Government on 28-11-2007.

[No. L-14012/12/99-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. Lad, Presiding Officer

Reference No. CGIT-2/38 of 2004

Old Ref. CGIT-2/155 of 1999

Employers in Relation to The Management of  
Naval Dockyard  
The Admiral Superintendent  
Naval Dockyard

Western Naval Command  
Shahid Bhagat Singh Marg  
Fort, Mumbai-400023

And

Their Workman

Shri M. S. Kadam  
C/o. Smt. Yashoda Gunaji Shelar  
Ramnath Gosavi Chawl No.4  
Jawahar Nagar  
Pipe Line, Khar(E)  
Mumbai 400051.

#### APPEARANCES:

For the Employer : Mr. N. V. Prabhu Representative

For the Workmen : Mr. M. B. Anchan, Advocate

Mumbai, dated 24th October, 2007

#### AWARD

Matrix of the facts as culled out from the reference are as under:

1. The Government of India, Ministry of Labour, by its Order No.L-14012/12/99-IR(DU)] dated 21-07-1999 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of the Admiral Superintendent, Naval Dockyard, Mumbai in imposing the punishment of compulsory retirement to Mr. M. S. Kadam, ex-unskilled labour w. e.f. 29-09-1997 is legal and justified? If not, to what relief the workman is entitled?”

2. M.S. Kadam was engaged as labour in the office of Superintendent, Naval Dockyard, Mumbai in the year 1982. Vide Statement of Claim (Exhibit-6) Kadam contended that he was chargesheeted by the Naval Dockyard dated 11-7-96 alleging, on 26-9-95 at 9.15 hours, he was found opening DAS office with duplicate keys for stealing the answer sheets for examination to be conducted on that day which was witnessed by Cdr. C Soares OIC DAS which was unbecoming of a Government servant violating Rule 3 (i) (iii) of CCS (Conduct) Rules 1964. He had replied that chargesheet however his reply being not satisfactory inquiry was held on the said chargesheet by the Inquiry Officer appointed by the Disciplinary Authority. It is contended by Kadam that in the inquiry, he was found not guilty. However disagreeing to that, the Disciplinary Authority held him guilty for the charge amounting to misconduct and imposed a penalty of his removal from service on 18-9-97. Against the order of the Disciplinary Authority, the Appellate Authority by the order dated 11-3-98 modifying the order of Disciplinary Authority imposed the penalty of compulsory retirement from service. It is

contended that Kadam raised dispute on the penalty of compulsory retirement with A.L.C. (C), Mumbai but ended in failure. It is contended that, management's action is arbitrary one. It is contended that the punishment imposed is disproportionate consequently require to set aside with direction to reinstate him with full back wages.

3. Management resisted the claim of Kadam by filing Written Statement (Exhibit-7) contending that, the Tribunal has no jurisdiction to entertain the reference as Kadam is not a 'workman' and that management Naval Dockyard is not an 'industry'. It is contended that management being not engaged in commercial activity nor a commercial enterprise is not an 'industry' and that Kadam being a Civil Servant, is not a 'workman'. Consequently management contended that, on this sole count, the reference be disposed of. It is further contended that the Inquiry Officer exonerated the delinquent employee. However considering the sufficient direct evidence against him, the Disciplinary Authority held him guilty in terms of Rule-15 (ii) of CCS (CC and A) Rules 1965. It is contended that on humanitarian grounds the penalty of dismissal was reduced to compulsory retirement by the Appellate Authority. It is contended that Kadam was seen by Soares opening the office with duplicate keys in order to steal the answer sheets, which was grave misconduct in Naval Department, involving in moral turpitude therefore, the punishment of compulsory retirement is proportionate. Consequently prayed to dismiss the claim of Kadam in limine.

4. By rejoinder (Exhibit-9) Kadam contended since his grievances were not entertained by the A.L.C. (C) and that in that light the Ministry formed the schedule and referred it for adjudication, indicative to show that management is an industry and that he is a workman. He contended that, one sided oral evidence of Cdr. Soares is not sufficient to prove the offences. Consequently reiterating the recitals in the claim he denied the averments in the Written Statement.

5. In view of above pleadings my Learned Predecessors framed issues at Ex-12. Initially my Predecessors allowed reference and directed first party to reinstate second party workman by passing Award dated 19-08-2002. Said was challenged by first party by Writ Petition No. 322 of 2003. While deciding said Writ, Hon'ble High Court remanded reference back for adjudication observing that Tribunal has not recorded any findings on perversity of findings and directed to record findings on enquiry whether it was conducted in "violation of principles of natural justice" or by "fairplay" and whether findings are perverse. As a result of that reference was registered on the file of this Court. Parties were invited to attend the reference as per directions given by Hon'ble High Court. Accordingly parties attended and by Ex -36 management informed that it want to argue the matter and indirectly suggested that, he do not want to lead any additional evidence now, which was not objected by the



workman. Then both submitted written arguments i.e. by second party at Ex-37 and at Ex-39 by the first party. On the basis of said, I framed issues and answer as follows:

**ISSUES****FINDINGS**

- |   |  |
|---|--|
| (i) Whether enquiry is fair and proper and was complied by following the principles of natural justice? | Yes.   |
| (ii) Whether findings perverse?   | No.  |
| (iii) Whether punishment awarded by disciplinary authority is just and proper?                          | No.  |
| (iv) What order?  | Punishment of compulsory retirement is quashed and set aside directing first party to take second party in the employment and pay 50% backwages. |

**REASONS****Issues Nos.1 and 2:—**

6. As far as this issue is concerned, both decided to rely on enquiry proceedings which is filed at Ex-B. Besides in Written Argument Ex-37 second party has specifically contended that, he is not challenging the enquiry and findings given by Inquiry Officer. So whatever enquiry is placed on record is admitted by the second party. He has not grievances about the enquiry and even about the findings given by Inquiry Officer. So when Second party workman admits the enquiry vis-a-vis findings of the Inquiry Officer, questioning it again, have no meaning. From the Written arguments I find that, second party is challenging the decision taken by the Disciplinary Authority who turned down the findings of Inquiry Officer and hold guilty of charges and punished second party. According to me that portion i.e. latter portion of the action taken by first party against second party through Disciplinary Authority is under challenge and not enquiry and findings of the Inquiry Officer.

7. The findings of the Inquiry Officer reveal that, second party is not guilty of the charges. We find said finding on page 24, 25 of Ex-B. That is also not disputed by the first party. Hon'ble High Court remanded matter back to decide the point whether enquiry is conducted in violation of principles of natural justice and whether findings are perverse. As far as that aspect is concerned, second party is not disputing the enquiry or way in which it was conducted vis-a-vis the findings of the Inquiry Officer. Even on that point first party has not contended anything and added any evidence at this stage so I conclude that enquiry is fair and proper and findings of Inquiry Officer are not perverse.

**Issue No. 3:**

8. First party placed reliance on the decision taken by Disciplinary Authority who did not consider the findings of the Inquiry Officer and decided that, the charges levelled against workman were proved independently but without any fresh evidence than what was recorded by Inquiry Officer. That means Disciplinary Authority while passing order of Compulsory retirement based on the evidence before the Inquiry Officer. It is pertinent to note that, on the basis of said the Inquiry Officer concluded second party "not guilty" of charges. In that angle, if we peruse the inquiry proceedings placed on record with Ex-8 we find, main witness namely Mr. Tikam and Mr. Soares does not speak about second party's alleged act of making attempt to open the lock with duplicate key and it is not proved. Both are not referring what act was done by concerned workman. They are not naming the concerned workman saying that, he indulged in making an attempt to open the lock with duplicate key. On the contrary, nobody has stated that, they have found second party workman making an attempt of opening lock with duplicate key. It is matter of record that second party was working there. As a result he was supposed to be present in the office and when witness Soares visited the office he found second party in the office. He did not note any abnormal activities done by second party during the period. Even he took physical search of Mr. Kadam and Mr. Tikam by asking them to remove their clothes. Even he brought this in to the notice of ASD but did not hand over them to Police. He admits that, he did not lodge complaint with police. No any other proceeding admittedly was initiated against them expect this one. As on the basis of this evidence only Disciplinary Authority set aside the findings of Inquiry Officer and observed Second party guilty of the charges. Moreover while assessing like that it is not brought on record that second party was taken in confidence at that stage and was made aware of the stage. It is to be noted that, said Tikam is not examined by first party. It is not shown by first party that on what basis competent authority turned down the findings of the Inquiry Officer and observed second party guilty of the charges. Infact it was the duty of the first party to show that, Disciplinary Authority was having reason to observe second party guilty of the charges. Besides it was expected from the first party to show, what was ignored by the Inquiry Officer and what was revealed by the Disciplinary Authority while considering the same evidence in the appeal preferred by the management. Besides it is not explained what reason arised for the Disciplinary Authority to reconsider the findings given by Inquiry Officer and reverse it? All these things are not explained. When all these things are not explained and the evidence which discussed above does not permit to conclude that charges levelled against concerned workman are proved. In my considered view, findings given by Disciplinary Authority observing findings given by Inquiry Officer are "not proper", has no meaning.

It is not explained why Disciplinary Authority concluded like that and reversed the findings of the Inquiry Officer? It is matter of record that same evidence was before Inquiry Officer and before that of Disciplinary Authority and even before me. Then it was expected from Disciplinary Authority to explain and give reason as to why and on what basis he decided differently than the decision given by Inquiry Officer where Inquiry Officer found concerned workman not guilty on the same? Moreover the case made out by witness Tikam with chargesheeted employee Kadam that, both were there who were trying to search note of Rs.1 00 lost by witness Tikam. Even witness Tikam made out same story supported by chargesheeted employee. On record it came. When that is the situation, and facts on record, question arises how Mr. Basin who acted as a Disciplinary Authority observed charges proved against second party which were confirmed again by superior authority Mr. Tandon? No specific reason is given by first party as to how Mr. Tandon and prior to that Mr. Bhasin noted findings against the findings of the Inquiry Officer? Infact same evidence was before Inquiry Officer. He recorded it. He discussed it and concluded second party "not guilty". It is pertinent to note that on the same evidence how Mr. Bhasin and Tandon turned down the findings of Inquiry Officer and maintained the order of removal passed by Bhasin on the same evidence referred by Inquiry Officer? So all these reveals that, farce was made by the first party just to suit its purpose to remove second party from the employment asking him to retire compulsorily. So I conclude that decision taken by the first party on the basis of said findings of Bhasin and Tandon and asking him to retire compulsorily is not just and proper. So I answer this issue to that effect.

**Issue no. 4 :**

9. When first party failed to establish that, second party should be asked to retire compulsorily without any reason, I am of the view that, he must be reinstated.

10. It is matter of record that from 1997 second party is not in the employment. It is matter of record that, first party is a Government undertaking where second party did not work from 29-9-97. We are at the end of 2007. This matter is pending here for last 10 years initially in the form of original reference and then in the form of retrial on the basis of the decision given by Hon'ble High Court in Writ Petition No. 322 of 2003. It is matter of record that for that second party did not pray any more monetary benefits and did not make out any specific case about his financial crisis faced by him during this period by stepping in to witness box before this Tribunal. Even he did not pray specifically for backwages by stepping in to witness box and by making any specific case. Considering that first party is a "Government undertaking" and that "no specific case is made out by both" and looking that decision taken by first party against second party has no sound reasoning, I conclude that, second party must be reinstated with 50% backwages. Hence the order:

**ORDER**

(1) Reference is partly allowed.

(2) First Party is directed to reinstate second party workman Shri M.S.Kadam on his original post and permit him to work till his age of superannuation.

(3) First party is also directed to pay second party workman Shri M.S.Kadam 50% backwages from 29-09-1997 till he is reinstated and continue him till he attains age of superannuation in regular salary.

Date : 24-10-2007

A. A. LAD, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2007

का.आ. 3571.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्टोनमेन्ट बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 9/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-14012/33/2003-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th November, 2007

S.O. 3571.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 9/2004) Central Government Industrial Tribunal-cum-Labour Court, Kanpur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cantonment Board and their workman, which was received by the Central Government on 28-11-2007.

[No. L-14012/33/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

**ANNEXURE**

**BEFORE SRI R. G. SHUKLA, PRESIDING OFFICER**

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, SHRAM  
BHAWAN, KANPUR**

**INDUSTRIAL DISPUTE NO. 9 OF 2004**

In the matter of dispute between :—

Sh Usuf Khan  
S/o L. Ali Mohammad  
Village Aurangabad  
P.O. Aurangabad  
District Mathura

And

The Executive Engineer  
Cantonment Board  
Mathura Cantt.  
Mathura

### AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-14012/33/2003 IR (DU) dated 29-1-04 has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Executive Officer Cantonment Board Mathura Cantt in terminating the services of Sh. Usuf Khan son of Late Ali Mohammad Chowkidar w.e.f. 28-2-95 is legal just ? If not to what relief the concerned workman is entitled?”

2. The case of the workman in short is that there were various class-IV employee in the opposite party. After calling the names from Employment Exchange and after conducting interview the applicant was offered appointment as Chowkidar by the Executive Officer, Cantonment Board Mathura vide its order No. 1/15/484 dated 30-11-93 in the prescribed scale of pay viz 750-12-870-CE.B.--14-940 plus allowances as admissible from time to time. It has also been alleged that the vacancy against which the applicant was appointed was caused due to retirement of Sri Misela Chowkidar and as per condition of appointment the applicant was working against the permanent post.

3. It has further been pleaded that he was on probation for a period of one year from the date of joining the duties. Workman joined his duties on 1-12-93 and completed probation period satisfactorily. As per the condition of appointment after completing the period of probation he became a regular and permanent workman w.e.f. 1-12-94. Unfortunately the services of the workman were terminated on 28-2-95 on false ground of surplus on the basis of reduction of staff strength of the post of Chowkidar. It is also pleaded by the workman that the absorption of surplus staff was needed be the taken up with the sister officers for his absorption against the available posts/vacancies or the name of the applicant was to be referred to the Central Surplus Cell in the Home Ministry which operate the scheme of managing alternate jobs for surplus employees. The opposite party vide letter dated 28-1-95 changed the applicants designation from Chowkidar to Safaiwala was reversion without following any procedure known to law was lawful and arbitrary and to the disadvantage of the applicant. The opposite party lodged a false FIR against the workman on account of retaliation as he filed a case before ALC(C), Mathura. The officers of the opposite party also became annoyed and on account of their illegal action the workman had to suffer a lot and ultimately he was exonerated of the charges vide judgment and order dated 4-12-02 passed by Additional Sessions Judge-3 Mathura. It has also been pleaded by the workman that he has worked continuously from 1-12-93 to 28-2-95 and had worked more than 240 days therefore the termination of his service is in breach of provisions of Section 25F of Industrial Disputes Act as neither any notice, notice pay nor retrenchment compensation was offered by the employer at the time of his retrenchment. The termination of his service is bad in law

and the workman is entitled to be reinstated in service with full back wages and continuity of service.

4. On the other hand the claim of the workman has been opposed by the opposite party vehemently on variety of grounds inter alia alleging therein that the employment of the applicant was governed under the provisions of Cantonment Fund Servants Rules, 1937 framed under the provisions of Cantonment Act., 1924, and that it was specifically mentioned in the appointment offer that the appointment of the applicant as chowkidar is on temporary basis and that the probation period shall be of one year from the date of joining. It has been pleaded by the opposite party that applicant joined duties with false foreged and fabricated documents. Applicant has not completed the probationary period as before the completion of the probation period one post of Chowkidar was abolished by the GOC in Chief and as the applicant was the junior most his services were deemed to be terminated from the date the said post was abolished and the applicant was informed accordingly thus his services came to an end on or about 27-8-94. The applicant was provided with offer for the post Safaikarmchhari. It has been pleased that since the appointment of the workman was as Temporary Safaiwala was temporary in nature only till 28-2-95 no question of his absorption any where as of right arises at all. Opposite party also pleads that the applicant is stopped to claim reinstatement to the post of Chowkidar and that too w.e.f. 1-3-95 as he had already left the said post much before 28-2-95 and after his consent letter dated 1-9-94 to 28-12-95 he worked as Safaikarmchhari. As the post of Chowkidar was abolished much before completion of probation period of the workman as such he cannot be reinstated on the abolished post. The provisions of Section 2(oo) and 25F of the Act do not apply to the case of the workman. On the basis of above, it has been pleaded by the opposite party that the claim of the workman is not maintainable being devoid of merit and is liable to be rejected.

5. It may be pointed out that after exchange of pleadings and documents between the parties the case was posted for evidence of parties. Since management failed to adduce their evidence they were debarred from adducing evidence by order dated 13-7-05 passed by the tribunal. Thus there remains no evidence from the side of the management whereas the workman has adduced his evidence as W.W. 1 and has filed certain documents in support of his claim.

6. The tribunal heard the arguments of the parties at length and have also perused the records of the case carefully.

7. From the record and evidence of the workman it will be examined if the workman has been able to substantiate his claim. In his examination in chief the workman has admitted on oath that he received appointment letter dt. 30-11-93 and on the basis of appointment order he joined duties on 1-12-93 at the post of Chowkidar and continued to work at the said post till



28-2-95. He goes on to state that thereafter his services were removed and that removal is not on record. He further deposed that he was appointed on the retirement of one Masiha Chowkidar and that no notice or retrenchment compensation was ever offered by the opposite party at the time of removal from service. In his cross examination he has admitted the fact that on the basis of letter dated 27-8-94 he worked as Safaikarmachari under the opposite party on the basis of his consent. He also admitted that the post of Chowkidar was abolished and has also admitted his signature on document paper no. 6. He has also stated that while extending his consent he requested to work at the post of Chowkidar. He also admitted the fact that before removal from the post of chowkidar he received letter dated 28-1-95 and expressed his ignorance whether he worked on that post till 28-2-95.

8. Thus from the solitary testimony of workman it emerges out and stands proved that the post of Chowkidar was abolished by the opposite party and the workman was offered the post of Safaikarmchhari and that he also worked as Safaikarmchhari till 28-2-95. It is also clear from his evidence that he raised the present industrial dispute after 28-2-95 claiming that his removal from the post of chowkidar is bad in law. In the schedule of reference order also speaks about the workman's removal as Chowkidar w.e.f. 28-2-95 is legal and just. In the facts and circumstances and also in the light of evidence of the workman the tribunal is not ready to believe the case of the workman that he was working as Chowkidar on 28-2-95 specially when it has been admitted by the workman in his cross examination that after the post of chowkidar abolished, he was offered the post of Safaikarmchhari and he worked on that very post with that designation. If it is so how the workman can be presumed holding the post of Chowkidar on 28-2-95 and when he was not working as such his claim that he was removed illegally from the post of Chowkidar w.e.f. 28-2-95 stands demolished from his own evidence. As the workman was not working as Chowkidar the action of the management as referred to in the schedule of reference order cannot be said to be either illegal or unjustified.

9. Workman has not whispered even a single word about his working as Safaikarmchhari either in his statement of claim or in his examination in chief. Rather he has demolished his case while admitting the fact that he also worked as Safaikarmchhari, in his cross examination.

10. As Safaikarmchhari he had never completed 240 days therefore, provisions of sections 25F I.D. Act cannot be made applicable in his case nor he can be granted any advantage of it in the absence of pleading and evidence. His case is also not covered within the term retrenchment as defined under Section 2(oo) of I.D. Act, 1947.

11. For the reasons discussed above, it is concluded that the workman has not been able to substantiate his claim and as such he is not entitled for any relief as claimed by him. Accordingly reference is decided against him.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2007

का.अ. 3572.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बेतवा रिवर बोर्ड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 156/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-42012/4/98-आई. आर. (डी.यू.)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th November, 2007

S.O. 3572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 156/98) Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Betwa River Board and their workman, which was received by the Central Government on 28-11-2007.

[No. L-42012/4/98-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SRR. G. SHUKLA, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

Industrial dispute No. 156 of 1998 of dispute between :—

Sh Kamlesh Kumar Jain  
through Sri B.P. Pandey  
106/371 Heeraganj  
Kanpur

And  
Chief Engineer  
Betwa River Board  
Nandanpura Colony  
Jhansi

**AWARD**

1. Central Government, MOL, New Delhi, vide notification No. L-42012/4/98 IR(DU) dated 11-8-98 has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the Chief Engineer, Betwa River Board Jhansi in refusing to reemploy their workman Sh. Kamlesh Kumar Jain is legal and justified? If not to what relief the workman is entitled ?

2. After giving anxious consideration to the terms of schedule of reference order, the tribunal is of the firm opinion, that the same is not covered either under Section 2-A of the Industrial Disputes Act nor the same is covered under Section 2(k) of Industrial Disput. Act, 1947, within the meaning of Industrial Dispute as defined in both the

above sections of the Act, therefore, on the basis of above reference order the workman cannot be granted any relief. From the terms of reference order it is also not specifically clear as to whether or not the employer has terminated the services of the alleged workman. Refusing to reemploy the alleged workman cannot be termed to be a retrenchment or industrial dispute. Even otherwise no particular date has been mentioned in the reference order, therefore, from this point of view also reference order is held vague and meaning less.

3. For the reasons explained above, it would be completely futile exercise on the part of the tribunal to touch the merit of the case particularly when it has been held that there exist no valid industrial dispute between the parties. Therefore, it is concluded that in the absence of valid industrial dispute, workman cannot be granted relief in his favour has been claimed by him in his statement of claim.

4. Lastly it is held that the schedule of reference order is vague and meaning less, and that no industrial dispute exists between the contesting parties as such alleged workman cannot be granted any relief from the tribunal. Reference is answered accordingly against the alleged workman.

R.G. SHUKLA, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2007

का.आ. 3573.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलोजिकल सर्वे ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 93/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-42012/105/2000-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th November, 2007

S.O. 3573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2000) Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Archaeological Survey of India and their workman, which was received by the Central Government on 28-11-2007.

[No. L-42012/105/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

BEFORE SRI R. G. SHUKLA, PRESIDING OFFICER

CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL-CUM-LABOUR COURT, KANPUR U.P.

Industrial Dispute No. 93 of 2000

#### BETWEEN:

Dy. Superintending Archaeological Chemist  
Archaeological Survey of India,  
Delhi Gate Agra Fort,  
Agra U.P.

And

Harender Singh  
C/o Ashok Kumar Singh  
80 Lauris Complex,  
Namner,  
AGRA U.P.

#### AWARD

1. Central Government, MOL, New Delhi vide notification No.L-42012/105/2000-IR(DU) dated 29-8-2000, has referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Dy. Suptd. Archaeological Chemist, Air Pollution Monitoring Laboratory Branch Agra in terminating the services of their workman Sh. Harender Singh w. e.f. 31-10-99 is legal and justified? If not to what relief the workman is entitled?”

2. The Case in short as set up by the workman in his statement of claim is that he was engaged as daily rated employee by the opposite party on 7th July, 1998, and has completed more than 240 days of (continuous service in one calendar year. It has also been pleaded by him that as daily rated employee the opposite party removed him from the service w.e.f. 31-10-99 in violation of the provisions of Sections 25F, 25G and 25H of I.D. Act, 1947. On the basis of above, it has been prayed that the workman be reinstated in the service of the opposite party with full back wages and continuity of service.

3. On the other hand the claim of the workman has been refuted by the opposite party on variety of grounds, which need not to be detailed in the light of the pleadings raised by the workman that he was engaged as a daily rated worker by the opposite party during the period 7-7-98 to 31-10-99.

3. In support of their respective cases contesting parties has adduced documentary evidence as well as oral evidence.

4. Tribunal heard the respective arguments at length advanced by the contesting parties and have also gone through material available on the file.

5. It is the own case of the workman that he was engaged by the opposite party as daily rated employee and this fact has also been admitted by the workman in his oral testimony when during the course of his cross examination he has categorically admitted the fact that he was engaged as casual labour and that he was never issued any written orders by the opposite party.

6. Now it is settled legal position that a casual labour, daily rated employee, adhoc employee or temporary employee has no right to claim public employment through courts dehorng recruitment rules as it would be opposite to the constitutional mandate and would be also violative of the provisions of Article 14 of the Constitution of India. Further if persons of above categories are allowed to continue in public employment that would certainly amount to back door entry. Hon'ble Supreme Court of India in a landmark Decision in the case of Uma Devi has finally set at rest the controversy holding that no one should be allowed to be in the employment of the establishment without undergoing through selection process. In the instant case it is the admitted position that the alleged workman had never under sent through selection process as per law therefore, he cannot claim employment as a matter of right as he has no lien against any post and his status would remain as daily rated employee for all times to come. Workman can also not raise any claim against any post particularly when he was not appointed at any point of time in the employment of the opposite party as per recruitment rules. If it is so in that event it would be futile exercise to touch other points on merit of the case as his status is not going to be changed at all.

7. Having concluded that the workman was a daily rated employee, he cannot claim employment through the present reference nor he can be granted any relief by the tribunal Reference is therefore decided against the workman and in favour of the opposite party holding that the workman is not entitled for any relief as claimed by him.

R.G. SHUKLA, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2007

का.आ. 3574.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलोजिकल सर्वे ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 75/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-42011/14/2006-आई. आर. (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th November, 2007

S.O. 3574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75/2006) Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Archaeological Survey of India and their workman, which was received by the Central Government on 28-11-2007.

[No. L-42011/14/2006-IR(DU)]

SURENDRA SINGH, Desk Officer

## ANNEXURE

### BEFORE SRIR. G. SHUKLA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 75 of 2006

In the matter of dispute between :

Sri Ashok Kumar Singh

General Secretary

All India Archaeological

Survey of India Mazdoor Union,

43/305/18 Nai Awadi Mishan Church

Sikandara, Agra.

And

The Suptd Horticulturist

Archaeological Survey of India

Horticulture Division No.1

Taj Mahal, Agra

## AWARD

1. Central Government, MOL, New Delhi vide notification No.L-42011/14/2006/IR(DU) dated 7-11-2006, has referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of ASI Agra in terminating the service of Sri Ramesh S/o Jwala Prasad and 9 others as per Annexure w.e.f. 1-10-2004 is legal and justified? If not to what relief the concerned workman 10 workman are entitled?

2. Briefly stated facts set up on behalf of the workers involved in the present dispute is that all the workers remained in the employment of the opposite party as a daily rated employee w.e.f. 1986 and completed 240 days of continuous working in each calendar year as casual employee. It is also pleaded that during the period they remained as casual employee opposite party started regular appointment by direct recruitment. On account of animosity the employer terminated the services of the workers involved in the reference order w.e.f. 1-10-04 in violation of the provisions of Sections 25G, 25F and 25H of the Act. It has also been pleaded by the workers that the opposite party has regularised the services of various casual employee working under them w.e.f. 1986. On the basis of above pleadings it has been prayed that they be directed to be reinstated in the service and further a direction be issued for their absorption in regular service of the opposite party with full back wages continuity of service and other benefits attached with the post.

3. The claim of the workers have been denied by the opposite party in their reply on a number of grounds. But no fruitful purpose would be served if the same are reiterated in view of settled legal position that daily rated employee has no legal right either to claim employment or regularisation of their service.

4. It has been admitted by the workers in their pleadings that they were working under the opposite party

as casual labour. It is also admitted by them that the opposite party adopted recourse of direct recruitment during the period they remained in the employment of the opposite party. It is a matter of common knowledge that no one can be allowed to remain in public employment unless he has undergone through selection process. Casual employee has no right or authority to claim employment as a matter of right as he is not having any claim against any regular post. This position has been made quite clear by the Hon'ble Supreme Court of India in the landmark decision of Uma Devi. The law laid down by the Hon'ble Supreme Court of India apply with full swing to the facts and circumstances of the present case specially when it is admitted to the workers that they worked as daily rated casual employee with the opposite party.

5. For the reasons discussed above, it is held that the workers involved in the reference order are not entitled for any relief as their status will remain as casual employees for all times to come unless they are duly selected through regular recruitment process. Reference is answered against the workers and in favour of opposite party.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साउथ सेन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या 34/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-41012/134/1993-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of South Central Railway, and their workman, received by the Central Government on 29-11-2007.

[No. L-41012/134/1993-IR (B-1)]

AJAY KUMAR, Desk Officer

**ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE**

Dated : 5th November, 2007

**PRESENT**

Shri A. T. Siddiqui, Presiding Officer

C. R. No. 34/1997

**I Party**

Shri M. S. Havalad,  
Girinichanial,  
Near Gondate House,  
Karwara Road,  
Hubli-580 029

**II Party**

The Chief Workshop Manager,  
South Central Railways,  
Hubli Workshop,  
Hubli-580 020

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-41012/134/93-IR (B-1) dated 5th May, 1995 for adjudication on the following schedule :

**SCHEDULE**

“Whether the action of the management of South Central Railway in the dismissal of Shri M. S. Havalad w.e.f. 7-11-1997 is legal and justified? If not, to what relief is the workman entitled?”

2. A charge sheet as well as imputation of statement dated 8/9-11-1978 came to be served upon the first party as per Annexure 1 & II as under :—

**Annexure—1**

That the said Shri M. S. Havalad, T. No.4448, Riv (BMP), Boiler Shop of Hubli shops committed serious misconduct in that he was found in unlawful possession of Railway property viz. 7 Iron Angles on 5-7-1978 at about 17.15 hours at North Gate of Hubli workshops and thereby he contravened Rule 3.1.(i) of Railway Services Conduct Rules, 1966.

**Annexure—II**

Shri M. S. Havalad, T. No.4448 is working as a Riv (BNP) in Boiler Shop of Hubli workshops. On 5-7-1978 at about 17.15 hours he was apprehended by Shri M. R. Mujawar and Shri S. Y. Naduvineri RK on duty at North Gate of Hubli Workshop while he was in unlawful possession of 7 Iron Angles. The said Iron angles were packed in paper and rolled in his Rain Coat and secured in the cane basket fixed to his cycle bearing No. 85585 'D', size No. 22 with the name on the handle of the cycle as S. S. Havallada. SIPF Shri K. Doraiswamy seized the property under a panchanama in the presence of two witnesses and arrested Shri Havalad, the accused employee. A case of crime No. 6/78 under Section 3(a) of PP(UP) was registered at the workshop post. SIPF Shri S.M. Ganjawale further conducted the enquiries which revealed that the said Shri Havalad the accused employee was guilty of the offence of having been caught at the North Gate with the above said Railway property.

3. The explanation offered by the first party in denying the above said charges of misconduct was not found satisfactory, DE was ordered against him and on the basis of the enquiry findings he was dismissed from service w.e.f. 7-11-1979.

4. The first party by way of his Claim statement challenged the enquiry proceedings on the ground that it was conducted in flagrant violation of principles of natural justice in as much as he was not provided with adequate and reasonable opportunity to defend himself much less with any document or material or an opportunity to cross examine the management witnesses. He also challenged the enquiry findings alleging that the enquiry officer submitted his report holding him guilty of the charges as desired by the management and the management having acted upon the said report dismissed him from service by an unjust and illegal order of punishment impugned, which order on its face, itself, is bad in law and is liable to be set aside; that he raised the industrial dispute before the labour authorities and on the submission of the failure report, the Government of India has referred the dispute to this tribunal by reference order dated 05-09-1995. Therefore, the first party contended that he having joined the services of the management on 11-7-1957 as a Khalasi, discharged his duties honestly and having excellent record of service, he was promoted to the cadre Rivettor keeping in view his unblemished service. However, a false charge sheet came to be issued against him and at the result of the conspiracy of certain persons inimically disposed towards him, thereupon, a farce of enquiry was conducted and on the basis of the findings of the enquiry officer an unjust and illegal, order of dismissal was passed against him. He also contended that the punishment of dismissal is shockingly disproportionate keeping in view of the fact that the alleged theft property of Iron pieces was hardly Rs. 8 to Rs.10. Therefore, he requested this tribunal to pass an award in his favour setting aside the dismissal order along with consequential benefits including the relief of reinstatement and continuity of service.

5. The management by its Counter Statement however, contended that the past record of the service of the first party was also not satisfactory, he being involved in some theft case in the year 1971 and having committed the misconduct of remaining absent from duty for a period of 9½ days during the year 1971. The management contended that as on 5-7-1978 once again the first party was found in possession of the theft property namely 7 Iron Angles at North Gate of Railway Workshop, Hubli while going out from workshop. Therefore, the DE was conducted against him affording him reasonable opportunity in tune with the principles of natural justice and in the end of the enquiry, enquiry report was submitted holding him guilty of the charges and therefore, the Disciplinary Authority having taken into consideration the material on record and the enquiry report rightly imposed the punishment of dismissal which order of dismissal was again quite commensurate keeping in view the gravity of the misconduct committed by him. The management therefore, requested this tribunal to reject the reference.

6. On 22-1-1999 framed following Preliminary Issue :

“Whether the Second party conducted DE against the first party in accordance with settled principle of law, Railway Conduct & Disciplinary Rules, 1968 and principles of natural justice?”

7. During the course of trial of the said issue, the management examined one witness as MW1 and got marked 12 documents at Ex.M1 to M12. The first party also examined himself by way of rebuttal. This tribunal thereafter by order dated 15-06-1999 recorded a finding on the above said issue in favour of the management holding that the Domestic Enquiry held against the first party is fair and proper. Thereafter, by passing an award dated 14-7-1999, my learned Predecessor rejected the reference holding that the second party was justified in dismissing the services of the first party for proved misconduct. Aggrieved by the said award the first party approached the Hon'ble High Court in Writ Petition No. 25522/2000 and his Lordship of our Hon'ble High Court by order dated 08-2-2006 quashed the award passed by this tribunal holding that this tribunal was not justified in rejecting the reference mainly on the ground of delay and remanded the matter back to this tribunal for fresh disposal and consideration on the issue that was before this tribunal with an observation that question of delay does not arise for consideration.

8. Subsequent to the remand, both the parties made appearance through counsels and had no further pleadings or evidence to be produced. Then the matter came to be posted to hear the parties on merits of the case.

9. Learned counsel for the first party filed his written arguments and whereas, learned counsel for the management argued orally.

10. Now, therefore, keeping in view the findings recorded by this tribunal on the aforesaid preliminary issue in the Affirmative in favour of the management, the only two points to be considered were “Whether the enquiry findings suffered from perversity and if not, whether the punishment of dismissal passed against the first party was proportionate to the gravity of the misconduct committed by him”

11. Learned counsel for the first party in his written arguments while, attacking the enquiry findings submitted that the enquiry officer is required to give a definite finding of guilt whether charge is proved or not proved and in the instant case the enquiry officer himself was not sure if charges against the first party were proved. He recorded the reasonings by exonerating the workman on all aspects but recorded a finding that the charges were proved and the disciplinary authority without going through the findings and the reasonings of the enquiry authority however, passed the impugned punishment order. Learned counsel to support his argument that as per the very observations and reasonings given by the enquiry authority, charges of misconduct of theft leveled against the first party cannot be said to have been proved, took



the court through the following observations and reasonings given by the enquiry officer on page 8 of the enquiry report. They run as under :—

“I strongly feel in the face of the above factors which were working against him even from his own version, he should have exercised all care to check up his cycle while taking the same out of the cycle stand. Therefore, it cannot be denied that Shri Havalad at the time of apprehension was not in possession of Railway property, but when the totality of the case is taken into consideration I have to confess that there are certain vital missing links, for example it was not established that Shri Havalad himself put the subject material into the cane basket of his cycle and (2) it is not understood why Shri Mujawar did not take witnesses from among the passing employees at the time and the site of the incident. From the demonstration I conducted in the presence of Shri Naduvineri, one of the prosecution witnesses, the charged employee and the defence counsel it was confirmed that there was every possibility for any employee to enter into the cycle stand and handle any cycle other than his own. Therefore, in the face of the strained relations existed between Shri Mujawar and others with the employee, the possibility of playing mischief with the mal intention of putting the accused into difficulty cannot be ruled out. This factor also merits consideration while disposing of this case.”

12. He also submitted that the reasonings given by the enquiry officer on the point that the property in question did not belong to the railway department and the statement of the management witness by name Shri Mujawar could not have been relied upon as his relations with the first party were strained. Here again he took the court through the observations made by the enquiry officer on page 7 of the enquiry report running as under :—

“With regard to the first aspect, all the prosecution witnesses deposed in unequivocal terms that the iron angles in question did not contain any marks of identification to say that they belong to the Railways. Shri Nair, who has filed a certificate in this case also could not conclusively say that the material bore any marks of identification. He however, said that the material is of Iron and that such material is available in shops. Although the material in question did not bear any identification marks indicative of the Railways, since the material was taken possession of in the workshop premises, I am inclined to agree with the deposition of Shri Duraiswamy, SIFF that the material belongs to the railways.”

13. Whereas, the learned counsel for the management vehemently supported the findings of the enquiry officer. His contention was that there was sufficient oral and

documentary evidence produced during the course of enquiry as that based on the aforesaid evidence discussed by the enquiry officer at length, the enquiry officer rightly arrived at the conclusion that the aforesaid charges leveled against the first party have been proved.

14. On going through the records, I find substance in the arguments advanced for the first party. In order to fix the first party for the misconduct of theft committed by him, the two vital factors to be established by the prosecution would have been the fact of apprehension of first party while committing theft, if not, the fact of recovery of the property from the possession of the first party and the next important factor which must have been established was the fact to be proved that property in question belonged to the railway department. If we go through the very charge sheet filed against the first party, the charge against him is that he was apprehended with the property in question while he was to leave the premises of the Hubli Workshop at its North Gate. Therefore, the first main ingredient to prove the charge of theft against the first party was that he apprehended while committing the theft, is not at all proved much less leveled against the first party as per the very charge sheet allegations.

15. Now, the first important factor to be established by the management was whether the property in question was the railway property. As could be read from the observations and reasonings given by the enquiry officer on page 7 of the report, all the prosecution witnesses in no uncertain terms have deposed before the enquiry officer that those Iron angles which have been said to be found in possession of the first party did not contain any marks of identification to say that they belonged to the railways. The enquiry officer further having taken into consideration the certificate issued by the witness, Shri Nair observed that as per the above said certificate also it was not conclusively proved that the materials bore any marks of identification and that such materials of Iron do not bear any identification marks indicative of the Railway's properties. However, as argued for the first party after having held that the above said property was not identified to be railway properties, the enquiry officer in the last sentence of the said paragraph inclined to agree with the deposition of the witness, Shri Duraiswamy vide his answer to Q.No. 217 that the material belonged to the railways. Certainly the enquiry officer was not justified in coming to such a conclusion when he himself observed that neither the certificate issued by the Witness, Nair nor the other Prosecution witnesses identified the said property as belonging to the railways. Therefore, this important factor as to whether the property belonged to the railways, itself, has not been established.

16. Now, coming to the question of recovery of the property from the possession of the first party. The learned counsel for the first party was once again right in contending that the two Panchas in the presence of whom

the property was said to have been seized from the possession of the first party have not supported the case of the management with regard to the recovery. Here again the learned counsel takes support of the very observations made by the enquiry officer made on page 7 referred to supra. Wherein the enquiry officer in no uncertain terms observed that both the Panchanama witnesses had to depose to the effect that they came to the spot only after the subject incident and hence the question of their witnessing the incident does not arise. He further observed that the deposition of the two Panchanama witnesses and their version with regard to the possession of the seized property was at variance very much materially in that the Witness, Shri Dwarakanath in reply to Question No. 9 stated that the said material viz. seven Iron Angles were in the hands of RPF and whereas, the other witness Shri Shankarashiva in reply to Question No. 46 stated that the material was in the cane basket attached to the cycle above the rain coat. Therefore, the enquiry officer finally observed that it is conspicuous from these replies that though the replies given by the witnesses does not disclose the exact position of seven Iron Angles, they being at variance, the existence of the said material at the spot was established beyond doubt. He did not give further reasonings as to how the existence of material was established on the spot. As could be read from the findings of the enquiry officer he then relied upon the statement of the Witness, Shri Mujawar who is said to have apprehended the first party but as noted above, the reasonings and observations given by him on page 8 are to the effect that the relations between Shri Mujawar and the first party might have been strained and this can be inferred from the statement given by Shri Mujawar in reply to question No. 110 & 111, wherein he was not sure whether he checked Shri M. S. Havalad (the first party) in the first and second spells while entering to shops. The enquiry officer also passed remarks on the conduct of Mr. Mujawar saying that it is something extraordinary that Shri Mujawar should remember, single out and identify Shri M.S. Havalad out of such a large number of employees who pass through the north gate and that he is able to remember and recollect this particular point after a lapse of one year which looks odd in the context of the reply to question No. 142 where he says that some inconsistencies were there in his statements because of time factor of one year. Therefore, as could be read from the very observation by the enquiry officer, the enquiry officer was very much reluctant to rely upon the testimony of Mr. Mujawar who was the sole eye witness to the incident in question. Therefore, from the aforesaid passages from the enquiry report it becomes crystal clear that the enquiry officer neither believed the testimony of management witnesses on the point of recovery of the theft property in question from the possession of the first party nor he trusted the evidence brought on record by the management to prove the fact that the property in question belonged to the railways. He also did not rely upon the testimony of

Mr. Mujawar who was the sole eye witness apprehending the first party while taking away the property in question. Infact in the next passage just before recording his findings on page 8 which was taken help of by the first party while challenging the enquiry findings referred to supra, the enquiry officer in no uncertain terms did not believe the story given by the management that the first party was found in possession of the property in question while was about to go out of the North Gate of Hubli Workshop. The enquiry officer in very clear words has observed that when he conducted the demonstration of the spot along with the prosecution witnesses and the first party it was confirmed that there was every possibility for any employee to enter into the cycle stand and handle any cycle other than his own and therefore, in the face of the strained relations existing between Shri Mujawar and others with the first party, the possibility of playing mischief with the mal intention of putting the first party into difficulty cannot be ruled out. In the last line he observed this factor also merits consideration while disposing of this case and despite making such observations and giving the reasonings as indicated above, the enquiry officer finally recorded a finding that the charges as leveled against the first party has been proved. This is something wonderful and beyond comprehension for the reader who goes through the findings on hand. As noted above, the enquiry officer has given his findings against the management on all the aforesaid three important factors namely, whether the property belonged to the railways, whether it was seized from the possession of the first party and whether he was apprehended along with the theft property by Mr. Mujawar. After having given negative reasonings on all these facts, very strangely, the enquiry officer finally holds the first party guilty of the charges and therefore, it was rightly argued for the first party that the findings of the enquiry officer suffered from perversity as they were not only against the evidence brought on record but also against the very observations and reasonings given by the enquiry officer himself. In the result, there cannot be any hesitation in the mind of this tribunal to quash the findings of the enquiry officer as suffering from perversity. When the findings are not sustainable in the eye of law, it goes without saying that the impugned punishment order dismissing the first party from his services based on those findings cannot be upheld and accordingly it is liable to be set aside.

17. In the normal course when the dismissal order has been set aside not being sustainable in the eye of law, the only corollary would have been the reinstatement of the first party into the services of the management. However, in the instant case it appears that the first party has attained the age of superannuation long back. When he was examined before this tribunal on the point of enquiry on 15-6-1997 he had given his age as 62 years. Therefore, now he must be around about 70 years. In the result, question of his reinstatement in service does not arise.

18. Now the next question would be the reliefs to be granted to the first party by way of back wages and other benefits. It is to be noted that the first party was removed from service w.e.f. 7-11-1979 and his appeal was dismissed on 8-7-1980. As could be read from the written arguments given on behalf of the first party, his father died of prolonged illness on 14-6-1983 and therefore, the first party raised the dispute before the conciliation officer on 2-9-1993. Therefore, as per the very case of the first party he raised the dispute for the first time on 2-9-1993 i.e. after a gap of about 13 years from the date of his appeal was rejected against the impugned punishment order. Therefore, in my opinion the first party cannot be granted any back wages for the period of 13 years which elapsed between the date of the above said appeal and the date on which he raised the dispute before the conciliation officer concerned. However, he can be granted back wages subsequent to 2-9-1993 till the date he attained the age of superannuation, there being no evidence led on behalf of the management to suggest that the first party has been gainfully employed at any point of time subsequent to his dismissal from service. He can also be given the benefit of continuity of service for the above said period. Hence the following award

#### AWARD

The management is directed to pay full back wages (last drawn wages by the first party) from 02.09.1993 till the date he attained the age of superannuation with continuity of service and all other consequential benefits. The amounts due under the back wages and other benefits shall be paid to the first party within 6 months from the date of publication of this award failing which it shall carry interest at the rate of 10 per cent per annum till its realization. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 5th November, 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

क्रा.आ. 3576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 15/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/208/2003-आई. आर. (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2004) of the Central Government Industrial Tribunal-cum-

Labour Court, No. II, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 29-11-2007.

[No. L-40012/208/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. RAI

ID. No. 15/2004

#### IN THE MATTER OF :—

Shri Joginder Singh,  
S/o Chhote Ram,  
Vill & Post : Kotra,  
Distt: Kaithal, Haryana.

#### VERSUS

The General Manager,  
BSNL, Jind,  
Haryana.

#### AWARD

The Ministry of Labour by its letter No. L-40012/208/2003 [IR (DU)] Central Government dt. 19-1-2004 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the termination of service of Sh. Joginder Singh, S/o Shri Chhote Ram, Driver w.e.f. 12-7-2002 by the management of BSNL, Jind is just and legal? If not to what relief the workman is entitled.”

The workman-applicant has filed claim statement. In the claim statement it has been stated that the workman was appointed as a casual worker by the management as typist-cum-Clerk from 1995 & the last drawn wages was Rs. 1,400. It is submitted that Shri Raj Pal Malik who was the Head Clerk in the S.D.E. (Planning) department took an informal typing test, which the workman passed successfully.

That the workman also used to do the work of the Despatch Clerk. The workman has worked in this department from 5-10-1995 to 30-6-1998 on regular basis.

That the workman used to sign the receipts for the registry sent from the office of BSNL, Jind. The receipts also bears the stamp of the post office, Jind. Copy of the receipts are annexed herewith and marked as Annexure WW 1/1.

That the workman even worked as a typist during the period from 5-10-1995 to 3-6-1998 and used to type letters in English on the typewriter No. 742108. The workman also used to type in Hindi and the Hindi typewriter was issued for the first time to the workman after taking signature in



the Stock Register. The list of letter Nos. typed by the workman are annexed herewith and marked as WW1/2.

That the workman used to sign on the Stock Register along with the permanent employees of BSNL, Jind for receiving materials like typewriter, carbon paper, ribbons, eraser, pens, pencils etc. the photocopies of the Stock Register is enclosed herewith and marked as Annexure WW 1/3.

That the workman was asked to work in telegram department (Targhar) from 1-7-1998 onwards and worked here till 31-5-2001 under the supervision and control of S.D.O. (P), Mr. K.S. Dul. That the workman used to send telegrams and the receipts envisages the signatures of the workman. Copies of the telegrams sent by the workman are annexed herewith and marked as Annexure WW 1/4. Photocopies of TM Diary are also annexed & marked as Annexure WW 1/5.

That the workman worked in TDM office computer room under the supervision and control of Mr. M.K. Singh from 1-2-2002 to 12-7-2002. The workman used to make account statement on the computer. The workman was made to work 24 hrs. a day in that department. That the workman used to do various miscellaneous works along with the assigned jobs. The workman also used to operate generator through peon when there was no electricity. That proper 'Engine Register' was maintained in which the starting and closing time of the generator and duration of operation was mentioned. The copies are annexed herewith and marked as Annexure WW1/6.

That the management adopted unfair labour practice and by changing time and again the place of work and department of the workman with the object of depriving him of status and privileges of permanent employee.

That the workman has performed and discharged his duties sincerely with utmost dedication and honesty for a continuous period of more than 7 years. That there has been no complaint against him from any corner.

That the experience of over 7 years is indicative of the fact that the services of the workman are definitely required on day to day basis and the work performed by the workman is of perennial nature.

That it is a matter of great astonishment that in spite of the constant and ordinate services of the workman, the management terminated the services of the petitioner on 12-7-2002 without any rhyme and reason.

It is respectfully submitted that the said termination order was verbal as no written order was given to the workman by the management.

That the said termination of the services of the workman is illegal, unlawful, unjustified, arbitrary and against the principles of natural justice.

That the workman served a demand notice dated 30-9-2002 on the management for reinstatement but the

management opted to remain silent. Copy of the demand notice is annexed herewith and marked as WW1/7.

Thereafter, an Industrial Dispute was raised before Conciliation Officer. However, on account of an adamant attitude of the management, the Conciliation Proceedings failed, resulting into this reference. Copy of the Conciliation Report is annexed herewith and marked as WW1/8.

That the workman is covered under the definition of workman as defined under Section 2(s) of Industrial Disputes Act, 1947. It is respectfully submitted that there exists an employee-employer relationship between the workman and the management. That the workman was working under the direct control and supervision of the management. The work done by the workman was assigned by the management. That the workman used to work within the premises of the management.

That the workman has completed more than 240 days in each of the calendar year without any kind of break.

That the workman was neither issued a chargesheet nor a show cause notice was given before his illegal termination. It is respectfully submitted that even no enquiry was held against the workman before terminating his services.

That the said termination of the services of the workman amounts to "retrenchment" and management has not followed any mandatory provisions of the Industrial Disputes Act, 1947.

That the management has not complied with the mandatory provisions as mentioned under Section 25 F of the Industrial Disputes Act 1947 as neither one month's notice was given or wages in lieu of the notice nor retrenchment compensation was given to the workman.

It is submitted that the management has also violated the provisions of Section 25 G of the Industrial Disputes Act, 1947 by employing and regularizing the services of the persons who were junior to the workman.

It is submitted that the workman was working against the regular and permanent post. That the work is of perennial nature. It is submitted that the job on which the workman was working still exists and even fresh appointment has been made against the said post.

That the workman was not paid equal pay as compared to the permanent employees though the workman doing the same kind of work as done by the permanent employees. It is submitted that the workman used to receive his salary from the concerned officials under whom the workman used to work. That the action of the management is violative of Articles 14 and 16 of the Constitution of India.

That the workman used to mark his attendance in a register on regular basis, which is with the management. The workman has orally and verbally demanded for the appointment letter time and again from the management but the demand was not accepted by the management.

The Management has filed written statement. In the written statement it has been stated that the present reference is without application of mind in as much as the appropriate Government without appreciating the fact that Shri Joginder Singh was never appointed by the Answering Management as such which while referring the dispute the appropriate Government has erred in coming to the conclusion that there has been termination of services of Shri Joginder Singh as such the present reference is liable to be answered in negative.

That Shri Joginder Singh has not come with clean hands in as much as Shri Joginder Singh has failed to disclose that he was gainfully franchised and had been allotted a STD PCO Booth bearing telephone No. JD-59903 on 2-1-2000. As such the statements made in statement of claim are contrary to the record. It is submitted that Shri Joginder Singh himself had admitted during the conciliation proceedings of his having applied and allotted STD PCO Booth on 2-1-2000. It is submitted that the Answering Management failed to understand and appreciate that how come Shri Joginder Singh be employed with the Answering Management when admittedly Shri Joginder Singh is said fact and making a reference to this Hon'ble Tribunal has resulted in grave miscarriage of justice.

That Shri Joginder Singh has failed to produce any letter of appointment etc. or details of his employment as admittedly is the case of Shri Joginder Singh that he was employed as Typist-cum-Clerk after an informal typing test had been taken. It is submitted that on the one hand Shri Joginder Singh states that he was appointed as Typist-cum-Clerk later on he states that he was appointed as a Despatch Clerk while after he states that he was appointed as a Hindi Typist and that he has also worked in Telegraph Office and subsequently in the TDM Computer Room and used to make statement of accounts on the computer and he also used to operate generator as such it is apparently clear that Shri Joginder Singh was never employed by the Answering Management as alleged or otherwise. It is submitted that the Answering Management had appointed a Contractor for carrying out various activities both the Contractor as well as Answering Management were duly registered under the provisions of Contract Labour Act (Abolition and Regulation Act) and as per the knowledge of the Answering Management Shri Joginder Singh was employed by the said contractor from time to time. However, the Answering Management is not aware of the time period etc. and in any case Shri Joginder Singh had applied for being allotted for a STD PCO Booth which was duly allotted to him and admittedly Shri Joginder Singh was running the said booth as such the statements made in the statement of claim are not only false but are also concocted and vague and ought to be rejected and the present statement of claim is liable to be rejected.

That the statements made in the statement of claim are vague and Shri Joginder Singh has failed to show as to

for which period he was employed in various posts as alleged or otherwise. It is further submitted that admittedly as per Shri Joginder Singh own contentions he never worked at one place and has not completed 240 days of service in any calendar year as such the present statement of claim is liable to be dismissed.

That the present reference is liable to be dismissed as Shri Joginder Singh was never employed by the General Manager as such the present claim is liable to be rejected.

It is denied that Shri Joginder Singh was appointed as a casual worker by the Management as Typist-cum-Clerk in the year 1995 and his last drawn salary was Rs. 1,400/-. It is submitted that Answering Management has no vacancy for Typist-cum-Clerk and it has a regular typist on his roll as such there is no question of Shri Joginder Singh being appointed as a Typist-cum-Clerk casually or otherwise as alleged in the para under reply. Shri Joginder Singh failed to disclose as to till what date he worked as a Typist-cum-Clerk as admittedly it is his own statement that he started working as and Dispatch Clerk from 5th October, 1995.

It is denied that Shri Joginder Singh was appointed as a casual worker by the Management as Typist-cum-Clerk in the year 1995 and his last drawn salary was Rs. 1400. It is submitted that Answering Management has no vacancy for Typist-cum-Clerk and it has a regular Typist on his roll as such there is no question of Shri Joginder Singh being appointed as a Typist-cum-Clerk casually or otherwise as alleged in the para under reply. Shri Joginder Singh failed to disclose as to till what date he worked as a Typist-cum-Clerk as admittedly it is his own statement that he started working as an Dispatch clerk from 5th October, 1995.

It is submitted that Shri Joginder Singh may have worked under a Contract when he may have signed the receipts as alleged or otherwise. In any case no reliance can be placed on the said receipts, as they do not bear signatures of any of the officials of the Answering Management.

It is specifically denied that Shri Joginder Singh worked as a Typist as alleged in para under reply. It is submitted that on the one hand in para No. 3 Shri Joginder Singh has stated that he worked as a Despatch Clerk from 5-10-1995 to 30-6-1998 while on the other hand in the para under reply Shri Joginder Singh has stated that he worked as a Typist during that very period. The statements made are contrary to one another. It is further stated that the Answering Management had a Typist on its rolls and as such there was no need for Shri Joginder Singh to do the work of a Typist. It is submitted that during the said period Shri Joginder Singh was employed by a Contractor and he may have carried out some work while, the said work was never assigned to him.

It is specifically denied that Shri Joginder Singh worked in the Telegram Department from 1-7-1998 till

31-5-2001. It is specifically denied that Shri Joginder Singh was authorized or qualified to send the telegrams as alleged or otherwise. It is submitted that no reliance can be placed on the said documents, which have been annexed as WW1/4 & WW 1/5. It is submitted that no such documents are available in the records of the Answering Management and as such the said documents are of no consequence whatsoever. It is further submitted that during the said period admittedly Shri Joginder Singh had applied for STD-ISD PCO and was running the said PCO as such the statements made are clearly false and concocted.

The Answering Management failed to understand as to how a person can work 24 hours in a day. The statements made are false and concocted and have been made with the sole purpose of prejudicing the mind of this Hon'ble Tribunal.

It is specifically denied that Shri Joginder Singh used to do various miscellaneous works along with the assigned job. It is specifically denied that he was operating generator etc. as alleged or otherwise admittedly the records annexed for the alleged work is for the period 1998-99 and not for later period. In any case no reliance can be placed on the said documents as no such records available in the records of the Answering Management.

It is specifically denied that the Answering Management adopted any unfair labour practice as alleged or otherwise. In fact, it is Shri Joginder Singh who has not come with clean hands in as much as Shri Joginder Singh applied for STD-ISD PCO in the year 1999 and continued to operate the same till October, 2001 as such the statements made are false.

It is specifically denied that Shri Joginder Singh was ever employed as alleged or otherwise by the Answering Management as such there is no question of his performing and discharging duties sincerely as alleged or otherwise.

It is specifically denied that Shri Joginder Singh was employed by the Answering Management for a period of 7 years as alleged or otherwise. Shri Joginder Singh was never employed by the Answering Management as such there is no question of his services having been terminated by the Answering management. It is submitted that Shri Joginder Singh has failed to show or produce any documents to establish that the Answering Management had employed him and that he was being paid salary by the Answering Management.

It is submitted that there was no termination of services of Shri Joginder Singh since he was never employed by the Answering Management as such there alleged termination cannot be illegal, unfair and unjustified.

It is specifically denied that Shri Joginder Singh is a workman and covered under the definition of the Workman under Section 2 (S) of Industrial Disputes Act. It is specifically denied that there exists any employee-employer relationship between Shri Joginder Singh and the

Answering Management. It is denied that Shri Joginder Singh was working under a direct control and supervision of the Answering management and any work was assigned to him by the Management.

It is submitted that since Shri Joginder Singh was never employed by the Answering Management as such there was no question of issuing any chargesheet or show cause notice as there was no question of terminating the services of Shri Joginder Singh as he was never employed by the Answering Management.

It is submitted that since Shri Joginder Singh was never employed by the Answering Management as such there was no question of terminating his services or complying with the provisions under Section 25 (F) of the Industrial Disputes Act.

It is denied that the Answering Management has violated the provisions of Section 25 (G) of the Industrial Disputes Act as alleged or otherwise.

It is denied that Shri Joginder Singh was working against regular and permanent post and that the work is of perennial nature. It is submitted that Shri Joginder Singh was never employed by the Answering Management as such the statements made are false and concocted.

It is submitted that since Shri Joginder Singh has filed various documents alleged to be from the record of the Answering Management, the Answering Management fails to understand and appreciate as to how Shri Joginder Singh could not file the copy of the Register in which Shri Joginder Singh allegedly used to mark his attendance. The statements made are false and concocted and had been made with *malafide* intentions and ulterior motives with the sole purpose of prejudicing the mind of this Hon'ble Tribunal.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From the pleadings of the parties the following issues arise for adjudication :

1. Whether the workman has completed 240 days work in the years of his employment?
2. Whether the workman is entitled to reinstatement?
3. To what amount of back wages the workman is entitled?
4. Relief if any?

#### ISSUE No. 1.

The workman has filed WW 1/1 from Page 11 to Page—48. These are photocopy documents regarding receipt of register. These are photocopies and bear seal of the Post Office. All these documents are receipt of register

and have been signed by the workman on behalf of the management. The workman has signed the documents on behalf of the District Engineer, Jind. Most of these receipts are on the letter head of the department of Telecommunication of India. These are photocopies which bear seal on the letter head of the management.

An application has been filed for summoning the originals but the originals have not been filed by the management. These photocopies have not been denied by the management. This relate to the work of the workman in the year 1997, 1998 and 2001 & 2002.

The workman has filed photocopy documents of stock register. Number and date of the invoice number has been mentioned and the workman has put his signature on these papers. These photocopy documents have been signed by the regular workman also. The workman has stated in his claim statement that he received materials and he put his signatures on the stock register along with regular employees. These photocopy documents have not been denied by the management.

The workman has filed other photocopy documents relating to his work. These are on the letter head of the management. They relate to 1998 and 1999. These documents bear the seal of the management.

Sh. Harish Chandra Tiwari, an employee of the management has filed affidavit on behalf of the workman. He has been summoned by this Tribunal. He has been cross-examined by the management. In his cross-examination he has specifically stated that he saw the workman Sh. Joginder Singh working while he was posted in Jind. Sh. Joginder Singh signed the salary vouchers. This witness has also admitted that a PCO was allotted to Sh. Joginder Singh from July 1998 to May, 2001. The name of the telecommunication Officer, Sh. Kapur Singh Dul also appeared in the register where this witness signed. This witness has further stated that photocopy documents from page 121 to 160 bear the signature of this witness as well as Joginder Singh. The signature of Sh. Mangat Ram and Suraj Mal appears on page 138 to 159.

The management has filed affidavit of officers of the department and they have stated that Sh. Joginder Singh never worked with them.

The workman filed an application for summoning the original documents after conclusion of the evidence. The application was rejected as it was not filed at the proper stage. However, the management has filed reply to the application. The management has denied the existence of photocopies in the written statement. The workman is not expected to file originals which are in the possession of the management. In ID cases the photocopies, sometimes, have authenticity of the original documents and reliance can be placed on them and in such circumstances an adverse inference can also be drawn. In the instant case one witness Shri Harish Chandra Tiwari, a regular employee has appeared

and he has identified his signature as well the signature of the workman on photocopies. In the circumstances the photocopies become admissible in evidence and they are also reliable. From the photocopies annexed with the record it is amply period that these documents have been maintained by the management in the course of transaction.

The management has filed photocopy of the record of a PCO having been sanctioned in the name of the workman. The workman may have obtained a PCO licence and he may have got it run from some of his relatives or family members. The sanction of PCO in the name of the workman is an instance that he performed his duties in the PCO but in view of the admission of the witnesses and relevant documents the workman has been working all along with the management. The PCO allotted to him may have been run by some other man.

The workman has also put his signatures along with the regular employees and officers on certain documents. Sh. Harish Chandra Tiwari has corroborated this fact.

In ID cases only photocopy documents are available to a workman. The originals are always in the possession of the management. The workman cannot be expected to file the original documents. The management has to file original documents against its case. In the circumstances the evidenciary value of photocopy documents are to be considered and an adverse inference can be drawn against the management.

In the instant case the workman has filed almost 70—80 documents which are photocopies pertaining to the year 1997 to 2002. Some of these documents are on the letter head of the management and there is seal of the management. The workman has put his signature over that seal on behalf of the management. Such documents are maintained in due course of running of an institution/establishment. A regular employee has stated that the workman worked with him and signed the registers with him along with the other regular employees. This evidence lends support to the fact that these documents have been maintained by the management and the workman somehow or the other has obtained photocopies.

It becomes quite obvious from perusal of the record that the workman has performed duties under the management from 1997 to 2002. The workman is not expected to file all the photocopies regarding his duties. From the photocopy documents and statement of Sh. Harish Chandra Tiwari, I find it proved that the workman has worked regularly at least from 1997 to 2002 and he has worked for more than 240 days in almost all the years of his employment.

This issue is decided accordingly.

#### ISSUE No. 2

It was submitted from the side of the management that reinstatement is not the only relief in all the cases of

illegal termination. Section 11 A of the ID Act, 1947 provides for payment of compensation also.

It was submitted from the side of the workman that compensation is payable in cases where an undertaking has become sick or it has been closed or it is in economic loss. It has not been established that the bank is in economic loss and it is a sick Industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

It was submitted from the side of the workman that in the instant case Sections 25 F, G of the ID Act are attracted. In section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of Section 25 F are not complied. In the instant case no compensation has been paid to the workman.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid Section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of Section 25 F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that legislature wanted that such workmen should not be harassed unnecessarily so section 25 F, U, T and Clause 10 of Vth Schedule have been enacted. The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the

government is not precluded from making temporary appointments or engaging workers on daily wages.

The government is at liberty to give temporary appointment no doubt but the mandatory provisions of Section 25 F of the ID Act, 1947 are to be followed and along with retrenchment the management has to pay retrenchment compensation even for temporary employees who have worked continuously for 240 days.

Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14 & 16 are infringed. There is no constitutional mandate that the government is at liberty to go on giving fixed term appointments for the entire tenure of service.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and adhoc appointments to their favorites and thus the principles of equality enshrined in the constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provisions of the ID Act governing the services of the workman have not been declared un-constitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of various labour welfare legislations.

A three Judges bench of the Hon'ble Apex Court has held in 1993 - II - LW that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that Section 25, G & H of the ID Act are not violated.

From perusal of the records it becomes quite obvious that the workman has rendered 7 year service to the management. He is not employed in any establishment.

The work is still existing. In such circumstances there cannot be any order for compensation. In case work is in existing, the workman is to be reinstated.

In view of the law cited above and the facts pertaining in this case, the workman is entitled to reinstatement.

This issue is decided accordingly.

### ISSUE NO. 3.

It was submitted by the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages.

If has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

In 1978 Lab IC 1968—three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In 2005 IV AD SC 39—three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

The workman has rendered continuous service for at least 7 years. He is not employed in any industry or undertaking/establishment. However, he has not disclosed the source of his livelihood. He may be doing some sort of job off and on though he is not employed in any industry.

In view of the facts and circumstances of the case the workman is entitled to 25% back wages.

This issue is decided accordingly.

### ISSUE NO. 4.

From the issue Nos. 1, 2 & 3 decided above the workman applicant is entitled to reinstatement along with 25% back wages.

The reference is replied thus :—

The termination of service of Sh. Joginder Singh, S/o. Shri Chhotu Ram, Driver w.e.f. 12-7-2002 by the management of BSNL, Jind is neither just nor legal. The management should reinstate the workman w.e.f. 12-7-2002 along with 25% back wages within two months from the date of the publication of the award.

The award is given accordingly.

R. N. RAI, Presiding Officer

Date 23-11-2007

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 21/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/202/2003-आई. आर. (डी. यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2004) Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, received by the Central Government on 29-11-2007.

[No. L-40012/202/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

### ANNEXURE

### BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer : R. N. RAI

ID. No. 21/2004

IN THE MATTER OF :—

Shri Satya Pal,  
S/o Shri Bharat Singh  
R/o Vill & Post : Babbalpur  
Tehsil & Distt : Jind

VERSUS

The General Manager,  
BSNL, Jind,  
Distt. Bhiwani,  
Bhiwani (Haryana)

### AWARD

The Ministry of Labour by its letter No. L-40012/202/2003 [IR (DU)] Central Government dt. 19-1-2004 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the termination of service of Sh. Satya Pal Peon-cum-clerk w.e.f. 1-1-1998 by the management to BSNL, Jind is just and legal? If not to what relief the workman is entitled.”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman joined BSNL as a casual labour as ‘Peon-cum-Clerk’ on



1-6-1995 in office. His appointment was done by Mr. B. S. Rawat, Accounts Officer. His last drawn salary was Rs. 1,200

That the workman was also made to work as Dispatcher in the same department. That the workman used to make entries in the Dispatch Register and then sent the letters. The workman also used to make entries of the letters received and then distribute the same in the office. Photocopies of the Dispatch Register are annexed herewith and marked as Annexure WW 1/1.

That the workman has performed his duties sincerely and with utmost dedication and honesty for a continuous period of more than 3 years and there was no complaint against him from any corner.

That it is a matter of great astonishment that inspite of the constant and ordinate services of the workman, the management terminated the services of the workman on 1-1-1998 without any rhyme and reason.

It is submitted that the said termination order was verbal as no written other was given to the workman by the management. The said termination of the services of the workman is illegal, unlawful, unjustified, arbitrary and against the principles of natural justice.

That the workman served a demand notice dated 26-12-2002 on the management for reinstatement but the management opted to remain silent. A copy of the demand notice is annexed herewith and marked as Annexure WW 1/2.

Thereafter an Industrial dispute was raised before Conciliation Officer. However, on account of an adamant attitude of the management, the Conciliation proceedings failed resulting into this reference. Copy of the Conciliation report is annexed herewith and marked as Annexure WW1/3.

That the workman is covered under the definition of workman as defined under Section 2 (S) of the Industrial Disputes Act, 1947. It is submitted that there exists an employee - employer relationship between the workman and the management. That the workman was working under the direct control and supervision of the management. The work done by the workman was assigned by the management. That the workman used to work within the premises of the management.

That the workman has completed more than 240 days in each of the calendar year without any kind of break. That the workman was neither issued a charge sheet nor a show cause notice was given before his illegal termination. It is respectfully submitted that even no inquiry was held against the workman before terminating his services.

That the said termination of the services of the workman amounts to 'retrenchment' and the management has not followed the mandatory provisions of the Industrial Disputes Act, 1947. The management has not complied with the mandatory provisions as mentioned under Section

25F of the Act as neither one month's notice was given or wages in lieu of the notice nor retrenchment compensation was given to the workman.

It is submitted that the management has also violated the provisions of Section 25 G of the Industrial Dispute Act, 1947 by employing and regularizing the services of the persons who were juniors to the workman.

That the workman was working against a regular and permanent post. That the work is of perennial nature. It is respectfully submitted that the job on which the workman was working, still exists and even the fresh appointment has been made against the said post.

That the workman was not paid equal pay as compared to the permanent employees though the workman was doing the same kind of work as done by the permanent employees. It is respectfully submitted that the workman used to receive his salary from the concerned officials under whom the workman used to work. That the action of the management violative of Articles 14 and 16 of the Constitution of India.

That the workman used to mark his attendance in a register on regular basis, which is with the management. The workman has orally and verbally demanded for the appointment letter time and again from the management but the demand was not been accepted by the management.

The Management has filed written statement. In the written statement it has been stated that the present reference is without application of mind in as much as the appropriate Government without appreciating the fact that Shri Satya Pal Lather was never appointed by the Answering Management has referred the dispute for adjudication based on the erroneous conclusion that there has been termination of services of Shri Satya Pal Lather as such the present reference is liable to be answered in negative.

That Shri Satya Pal Lather has failed to produce any letter of appointment etc. or details of his employment to make out a case that he was employed as Peon-cum-Clerk. It is submitted that the Answering Management failed to understand as to when and how Shri Satya Pal Lather was appointed as a Peon or a Clerk and more so in view of the fact that Shri Satya Pal Lather has failed to disclose his education qualification as to whether he was entitled for being appointed as Peon or a Clerk. It is submitted that the Answering Management had appointed a Contractor for carrying out various activities. Both the Contractor as well as the Answering Management were duly registered under the Provisions of Contract Labour (Abolition and Regulation) Act, and as per the knowledge of the Answering Management Shri Satya Pal Lather was employed by the said Contractor from time to time as such the statements made in the statement of claim are not only false but are also concocted and vague and ought to be rejected and the present statement of claim is liable to be rejected on this sole ground.

That the statements made in the statement of claim are vague and Shri Satyapal Lather has failed to show as to for which period he was employed in various posts as alleged or otherwise. It is further submitted that Shri Satyapal Lather only worked with the Answering Management through Contractor as such the present statement of claim is liable to be dismissed.

That the present reference is liable to be dismissed as Shri. Satyapal Lather was never employed by the General Manager, BSNL as such the present statement of claim is liable to be rejected.

That Shri Satya Pal Lather's claim is bad for delay and laches and is liable to be rejected as admittedly his services were alleged to have been terminated as far back as on 1-1-98 i.e. more than six years old as such also the present reference is liable to be dismissed.

That admittedly the claim of Shri Satyapal Lather is that his services were alleged to have been terminated on 1-1-98 admittedly the Answering Management was not in existence on 1-1-98 as such the present claim is bad for mis-joinder of parties as no claim is maintainable against the Answering Management, which was not in existence on 1-1-1998.

That admittedly the claim of Shri Satyapal Lather is that his services were alleged to have been terminated on 1-1-98. Admittedly the Answering Management was not in existence on 1-1-98 as such the present claim is bad for misjoinder of parties as no claim is maintainable against the Answering Management.

The appropriate Government having referred the Industrial Dispute to this Hon'ble Tribunal is a matter of record. However, it is submitted that the said reference has been made without application of mind in as much as Shri Satyapal Lather was never employed by the Answering Management as such there is no question of termination of his services.

It is denied that Shri Satyapal denied that Shri Satya Pal Lather was appointed by BSNL as a casual labour as Peon-cum-Clerk on 1-6-1995 in the office. It is submitted that in the year 1995, BSNL was not existing. It is specifically denied that Shri Satyapal Lather's appointment was done by Shri B.S. Rawat, Accounts Officer and his last drawn salary was Rs. 1,200. The Answering Management failed to appreciate whether Shri Satyapal Lather was worked as a Peon or a Clerk as admittedly there are no designations of Peon-cum-Clerk in the Answering Management. However, the workman might have worked for some period through the Contractor.

It is denied that Shri Satyapal Lather was made to work as a "Dispatcher" in the same department. It is submitted that the statements mere are vague and without any basis in as much as Shri Satyapal Lather has failed to disclose as to when and during which period he worked as a Peon-cum-Clerk or a "Dispatcher". The documents

annexed as WW/1 are fabricated while the workman was engaged by the contractor.

It is submitted that on the one hand Shri Satyapal Lather has stated that he was employed w.e.f. 1-6-1995 while on the other hand in para under reply he has stated that he worked continuously for a period of more than three years and there was no complaint against him from any concern.

It is submitted that Shri Satyapal Lather was never employed by the Answering Management as such there was no question of his services being terminated. Shri Satyapal Lather never worked for the Answering Management there is no question of terminating his services by verbal or by any other order.

It is submitted that the said notice of demand is misconceived and without any basis and does not bear even date as to when it was alleged to have been sent. No such document is available in the records of the Answering Management.

The raising of the Industrial Dispute before the Conciliation Officer is a matter of record. However, it is submitted that since Shri Satyapal Lather never worked with the Answering Management there was no question of any conciliation being arrived in the said proceedings. The report of the conciliation officer is a matter of record.

It is denied that Shri Satyapal Lather is covered under the definition of workman as defined under Section 2(S) of the Industrial Disputes Act. It is denied that there exists any "Employee-Employer" relationship between the Answering Management and Shri Satyapal Lather. It is denied that Shri Satyapal Lather was working under the direct control and supervision of the Management and was doing the work assigned to him by the Management.

It is denied that Shri Satyapal Lather completed more than 240 days in each of the calendar year. It is denied that Shri Satyapal Lather never worked with the Answering Management there was no question of Answering Management issuing him a charge-sheet or show cause notice and the Answering Management craves a reference to what is stated herein above in para under reply.

It is denied that the monthly provisions as mentioned under Section 25(F) of the Act are applicable. The Answering Management craves a reference to what is stated herein above in para under reply. It is denied that the Answering Management has violated any of the provisions of Industrial Disputes Act, including Section 25(G). The statements made are false and misleading and have been made with mala fide intentions and ulterior motives.

It is denied that Shri Satyapal Lather was ever employed by the Answering Management as such there is no question of making any payment as alleged.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written



statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was engaged as Peon-cum-Clerk on 01-06-1995 in the office by Mr. B.S. Rawat, Accounts Officer. His last drawn salary was Rs. 1200. He used to make entries in the dispatch register and then send the letters. He made entries of the letters received and distributed the same in the office. His services were terminated on 1-1-1998 illegally, arbitrarily and without any justification.

It was submitted from the side of the management that the management has appointed a contractor for carrying out various activities. The contractor as well as the management were duly registered under the provisions of CLRA Act, 1970. The workman may have been employed by the contractor concerned from time to time.

It was further submitted that the workman has filed this case after a lapse of 6 years. If his services were really terminated on 1-1-1998 he should have raised the matter earlier.

It was further submitted that in the year 1995, BSNL was not existing. Shri B.S. Rawat did not appoint him. The workman was never employed by the management and he has not completed 240 days in any years of his employment even though he was engaged through the contractor.

The workman has filed Paper No. B-13 to B-27 in which duties of the workman have been mentioned but the name of this workman does not appear anywhere on the photocopies. The photocopies are on the blank papers up to 17 and from 18 to 28 on the letter head of the Telecommunication of India but the name of this workman does not appear on these papers so these photocopies do not relate to him. He has filed Paper Nos. 29 to 31, he has signed it but writing is on the blank papers. These have not been initialed and stamped by any of the officials of the management. These photocopies contain letter numbers of almost 70 to 80 days.

The workman has filed photocopies from 32 to 35. He has put his own signature above the seal of the management. These photocopies are not on the letter head of the management. The signatures of the workman are different on different papers and these photocopies are for 4 to 5 days in the year 1997.

The management has not filed the original documents. The originals of the photocopy documents filed by the workman are not expected to be available with the management. The photocopy documents filed by the workman do not disclose that he has worked for 240 days. The photocopies of TRA annexed with the record by the workman about his working for 70 to 80 days, if these photocopies are relied upon.

The workman has failed to prove that he has worked for 240 days even by the photocopies filed by him. The application of the workman regarding summoning of the documents carries no meaning, in case he fails to establish by photocopy documents that he has worked for 240 days. The workman has not filed any other document.

It is settled law that the initial burden to prove that the workman has worked for 240 days in 12 calendar months or in a calendar year is on the workman. The workman has filed certain photocopies documents of TRA record. From perusal of the photocopies it becomes quite obvious that the workman has worked for 70 to 80 days in the year 1996 and 4 to 5 days in the year 1997.

In ID cases even photocopies are admissible in certain circumstances but they must relate to the documents of the management. I have considered even all the photocopies filed by the workman in regard to his work. These photocopies disclose that he has not worked for 240 days either in the year 1996 or in the year 1997. There is no proof of his working in the year 1995 and 1998. He has failed to prove the averments of his claim statement. He is not entitled to get any relief.

The reference is replied thus :—

The termination of service of Shri Satya Pal Peon-cum-Clerk w.e.f. 1-1-1998 by the management to BSNL, Jind is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 26-11-2007. R. N. RAI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 20/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/203/2003-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2004) Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 29-11-2007.

[No. L-40012/203/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

**ANNEXURE****BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, NEW DELHI****PRESIDING OFFICER: R. N. RAL I.D. No. 20/2004****In the Matter of:**

Shri Sapnesh Kumar,  
S/o Shri Nafe Singh,  
R/o Om Nagar,  
H. No. 97/11, Behind Som Nath Mandir, Jind  
*Versus*

The General Manager, BSNL, Jind,  
Distt. Bhiwani, Bhiwani (Haryana)

**AWARD**

The Ministry of Labour by its letter No. L- 40012/203/2003 -IR(D U) Central Government dtd. 19-01-2004 has referred the following point for adjudication.

The point runs as hereunder:

“Whether the termination of service of Shri Sapnesh Kumar S/o. Shri Nafe Singh, Wireman w.e.f. 04-10-2002 by the management to BSNL, Jind is just and legal? If not to what relief the workman is entitled.”

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the workman was appointed as a casual workman as “Gate Man” in the year July, 91 on a monthly salary of Rs. 630 p.m. by the management. That the workman was appointed by S.D.O., Telecommunication Deptt. BSNL, Jind.

That in the year 1992 the work of the workman was changed and he was directed to discharge his duties in the “Switch Room” under the direct supervision and control of S.D.D. (P). The monthly salary of the workman was fixed at Rs. 800 p.m.

That in the year 1993-94 the attendance of the workman was taken in the duty chart of technician’s staff. The services of the workman were again changed to the Truck Room (Exchange) and the workman performed his duties under the control and supervision of S.D.O. (Planning). The salary of the workman was fixed at Rs. 900 p.m. It is submitted that the workman used to make entries in the Engine Register regarding starting and closing time of the generator and the duration of operation of the generator.

That the workman has also worked in the Telegram Deptt. (Targhar) during the year 1996 to 1998 under the control and supervision of S.D.O. (P) at a monthly salary of Rs. 1200 p.m. that the workman used to send telegrams and sign in the Tar Passenger slip.

That the services of the workman were again changed and he was directed to discharge the duties of Wireman w.e.f. 20-11-1998 under the control and supervision of S.D.E. (RS) at a monthly salary of Rs. 1500 p.m.

That the workman used to make entries and put signatures in the Jumper Register after finishing the work

assigned to him. Copies are annexed herewith and marked as Annexure WW 1 / 1.

That the management adopted unfair labour practice by changing time and again the place of work and department of the workman with the object of depriving him of status and privileges of permanent employee.

That the workman has performed and discharged his duties sincerely with utmost dedication and honesty for a continuous period of more than 11 years. That there has been no complaint against him from any corner.

That the experience of over 11 years is indicative of the fact that the services of the workman are definitely required on day to day basis and the work performed by the workman is of perennial nature.

That it is a matter of great astonishment that in spite of the constant and ordinate services of the workman, the management did not allow the workman to mark his presence from 12-06-2002 and finally terminated his services of the workman on 04-10-2002 without any rhyme and reason.

That the said termination order was verbal as no written order was given to the workman by the management. That the said termination of the services of the workman is illegal, unlawful, unjustified, arbitrary and against the principles of natural justice.

That the workman served a demand notice dated 02-12-2002 on the management for reinstatement but the management opted to remain silent. Copy of the demand notice is annexed herewith and marked as WW1/2.

Thereafter an industrial dispute was raised before Conciliation Officer. However, on account of an adamant attitude of the management, the Conciliation proceedings failed, resulting into this reference. Copy of the Conciliation report is annexed herewith and marked as WW1/3.

That the workman is covered under the definition of workman as defined under Section 2(S) of Industrial Disputes Act 1947. It is respectfully submitted that there exists and employee employer relationship between the workman and the management. That the work was working under the direct control and supervision of the management. The work done by the workman was assigned by the management. That the workman used to work within the premises of the management.

That the workman has completed more than 240 days in each of the calendar year without any kind of break. That the workman was neither issued a charge sheet nor a show-cause notice was given before his illegal termination. It is respectfully submitted that even no enquiry was held against the workman before terminating his service.

That the said termination of the services of the workman of the workman amounts to “retrenchment” and management has not followed any mandatory provisions of the Industrial Disputes Act, 1947.

That the management has not complied with the mandatory provisions as mentioned under Section 25F of the

Industrial Disputes Act, 1947 as neither one-month's notice was given in lieu of the notice nor retrenchment compensation was given to the workman.

It is submitted that the management has also violated the provisions of 25 G of the Industrial Disputes Act, 1947 by employing and regularizing the services of the person who were junior to the workman.

It is submitted that the workman was working against the regular and permanent post. That the work is of perennial nature. It is submitted that the job on which the workman was working still exists and even fresh appointment has been made against the said post.

That the workman was not paid equal pay as compared to the permanent employees though the workman was doing the same kind of work as done by the permanent employees. It is submitted that the workman used to receive his salary from the concerned officials under whom the workman used to work. That the action of the management is violative of Articles 14 & 16 of the Constitution of India.

That the workman used to mark his attendance in a register on regular basis, which is with the management. That the workman has orally and verbally demanded for the appointment letter time and again from the management but the demand was not accepted by the management.

The Management has filed written statement. In the written statement it has been stated that the present reference is without application of mind in as much as the appropriate Government without appreciating that Shri Sapnesh Kumar was never employed/appointed by the answering management, as such while referring the dispute has erred in coming to the conclusion that there has been termination of services of Shri Sapnesh Kumar, as such the present reference is liable to be answered in negative.

That Shri Sapnesh Kumar was never employed by the answering management. It is submitted that Shri Sapnesh Kumar may have got himself employed with the contractor. It is submitted that erstwhile Department of Telecommunication had entered into an agreement with the contractor to provide various services to DOT. It is submitted that both the provisions of Contract Labour (Regulation & Abolition) Act and as such Shri Sapnesh Kumar has no right to employment with the answering management. It is submitted that on the expiry of the said contract all the employees of the said contractor stopped coming and it seems that thereafter Shri Sapnesh Kumar filed the aforesaid case and appropriate government without appreciating the said fact on record had referred the present dispute for adjudication, as such also the present reference to this Tribunal is liable to be answered in negative.

That the present petition is bad for non-joinder/misjoinder of necessary party, as admittedly it is the case

of Shri Sapnesh Kumar that he was working since the year 1992. It is submitted that in the year 1992 BSNL was not in existence, as such the present reference is misconceived and is liable to be rejected.

That Shri Sapnesh Kumar has not completed 240 days. It is submitted that since Shri Sapnesh Kumar was never employed by the answering management and there was no relationship of employer and employee between Shri Sapnesh Kumar and the answering management. It is specifically denied that Shri Sapnesh Kumar and the answering management. It is specifically denied that Shri Sapnesh Kumar was appointed as casual workman as "Gateman" in July 1991 and in the year 1992 he was discharging his duties in "Switch Room" and subsequently in "Trunk Room" (Exchange) or in the Telegram Department as alleged in the statement of claim. It is submitted that the predecessor in interest had appointed a contractor under the provisions of Contract Labour (Regulation & Abolition) Act and both the contractor and the management were duly registered. It may be possible that Shri Sapnesh Kumar may have done some jobs and may have signed some registers, however, that does not mean that Shri Sapnesh Kumar was employed by the answering management, as such the claim of Shri Sapnesh Kumar is not only false but also concocted and vague and ought to be rejected and the present reference is liable to be answered in negative.

That the statements of claim are vague and Shri Sapnesh Kumar has failed to show as to for what period he was employed as alleged in the statement of claim.

In the statement of claim the appropriate government having referred the dispute to this Hon'ble Tribunal, is matter of record. However, it is submitted that the said reference has been made without application of mind in as much Shri Sapnesh Kumar was never employed by the answering management and as such there is no question of his services.

The statement of claim are wrong and denied. It is specifically denied that Shri Sapnesh Kumar was appointed as a casual workman as "Gateman" in the year July 1991 on a monthly salary of Rs. 630 p.m. payable by the management. It is also denied that Shri Sapnesh Kumar was appointed by SDO, Telecommunication Department, BSNL, Jind.

The statement of claim are wrong and denied. It is denied that in the year 1992 the work of Shri Sapnesh Kumar was changed and he was directed to discharge his duties in the "Switch Room" under the direct supervision and control of SDO (P). It is submitted that since Shri Sapnesh Kumar was never engaged to work in the Switch Room as such, there was no question of his salary being fixed at Rs. 800 p.m.

It is denied that in the year 1993-94, the attendance of Shri Sapnesh Kumar was taken in the duty charge sheet of technician staff. It is specifically denied that again the

services of Shri Sapnesh Kumar were changed to Trunk Room (Exchange) and that he was under the control and supervision of SDO (Planning). The statements made are false, misleading, concocted and vague. It is submitted that Shri Sapnesh Kumar has failed to show as to from which period he was working in the Trunk Room. It is specifically denied that his salary was fixed at Rs. 900/- p.m. It is also denied that Shri Sapnesh Kumar used to make entries in the Engine Register regarding starting and closing time of the Generator and the duration of operation of the generator.

It is denied that Shri Sapnesh Kumar also worked in the Telegram Department during the year 1996—98 under the control and supervision of SDO (P) at a monthly salary of Rs. 1,200/- p.m. The statements made are false and concocted and without any basis.

It is submitted that since Shri Sapnesh Kumar was never employed by the Answering Management there is no question of changing the duties to Wireman w.e.f. 2-11-1998 under the control and supervision of SDE (FRS) as alleged in para under reply. It is also denied that the monthly salary of Shri Sapnesh Kumar was Rs. 1,500/- p.m.

It is submitted that the alleged documents annexed to Annexure-WW1.1 (Collectively) are false and concocted and have no relevancy whatsoever. No such documents are available in the record of the Answering Management. In any case the Answering Management failed to understand their applicability in the present case. It is submitted that there could be occasions when Shri Sapnesh Kumar may have worked under the Contractor whose services have been in accordance with the provisions of Contract Labour (Regulation and Abolition) Act.

It is denied that the Answering Management adopted unfair labour practices as alleged or otherwise. It is submitted that Shri Sapnesh Kumar was never employed by the Answering Management as such there is no question of adopting any unfair labour practices as alleged or otherwise.

It is denied that Shri Sapnesh Kumar ever worked for a continuous period of more than Eleven years as alleged in para under reply. It is denied that Shri Sapnesh Kumar worked for Eleven years which was indicative of the fact that the services of Shri Sapnesh Kumar were definitely on day to day basis and that the work performed by Shri Sapnesh Kumar was of a perennial nature.

It is denied that the Answering Management did not allow Shri Sapnesh Kumar to mark his presence from 12-6-2002 and finally terminated his services on 4-10-2002 as alleged in para under reply. The statements made in para under reply are false, misleading and concocted.

It is submitted that since Shri Sapnesh Kumar never worked with the Answering Management there is no question of issuing termination order verbal or otherwise as alleged in para under reply.

It is submitted that since there was no relationship of "Employer and Employee" as such there is no question of termination of the services of Shri Sapnesh Kumar being illegal, unlawful, unjustified, arbitrary and against the principle of natural justice.

The issuance of the notice of demand is a matter of record, however, it is submitted that since the said notice of demand was without any basis whatsoever there was no need to reply to the same. The raising of the Industrial Disputes before the Conciliation Officer is a matter of record. However, it is submitted that since there was no "Employer-Employee" relationship between the Answering Management and Shri Sapnesh Kumar there was no question of any settlement being arrived at.

It is denied that Shri Sapnesh Kumar is covered under the definition of Workman as defined under Section 2 (S) of the Industrial Disputes Act. It is specifically denied that there exists any "Employee Employer" relationship between the Answering Management and Shri Sapnesh Kumar. It is also denied that Shri Sapnesh Kumar was working under the direct control and supervision of the Management and was doing the work assigned to him by the Answering Management. The Answering Management craves a reference to what is stated herein above in para under reply.

It is denied that Shri Sapnesh Kumar completed more than 240 days with the Answering Management in each of the calendar year without any break. It is denied that since Shri Sapnesh Kumar never worked with the Answering Management there was no question of issuing a charge sheet or show cause notice as the services of Shri Sapnesh Kumar were never terminated by the Answering Management. It is specifically denied that there has been any termination of services of Shri Sapnesh Kumar by the Answering Management and the Answering Management craves a reference to what is stated herein above in para under reply.

It is submitted that since Shri Sapnesh Kumar was never employed by the Answering Management and his services were never terminated by the Answering Management there is no question of complying/non-complying mandatory provisions of the Industrial Disputes Act. The Answering Management craves reference to what is stated herein above in para under reply.

It is denied that the Answering Management has violated any of the provisions of Industrial Disputes Act, including Section 25(G). The Answering Management craves a reference to what is stated herein above in para under reply.

It is denied that Shri Sapnesh Kumar was working against a regular and a permanent post or that his work was of a perennial nature or that the said job still exists. It is specifically denied that any fresh appointment has been made as alleged in para under reply. The Answering Management craves a reference to what is stated herein above in para under reply.

It is denied that the action of the Answering Management is violative of Articles 14 and 16 of the Constitution. The Answering Management craves a reference to what is stated herein above in para under reply.

It is denied that Shri Sapnesh Kumar used to mark his attendance in a register on regular basis. The statements made are false and concocted and have been made with malafide intention and ulterior motives.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From perusal of the pleadings of the parties the following issues arise for adjudication :—

1. Whether the workman has completed 240 days work during the tenure of his employment ?
2. Whether the workman is entitled to reinstatement ?
3. To what amount of back wages the workman is entitled ?
4. Relief if any ?

#### ISSUE NO. 1.

It was submitted from the side of the workman that he was appointed as casual labour as Gate Man in the year July, 1991 on the monthly salary of Rs. 630/- pm by the SDO, Telecommunication Department, BSNL, Jind. In the year 1992 his duties were changed and he was directed to discharge his duties in the Switch Room under the direct control and supervision of the SDO (P) on the monthly salary was raised to Rs.800 /-. He was asked to discharge the duty of technician staff in the year 1993-1994. He performed his duties under the control and supervision of the SDO (P). His salary was raised to Rs. 900/- pm. He has also worked in Telegram Department from 1996 to 1998 under the control and supervision of SDO (P) on a monthly salary of Rs.1200/- pm. He worked w.e.f. 20-11-1998 under the control and supervision of SDE (FRS) at the monthly salary of Rs.1500/- pm. He used to make entires and put his signatures in the Jumper Register after finishing the work assigned to him. He has completed 240 days in every year for almost for 11 years and his services were verbally terminated illegally on 04-10-2002.

It was submitted from the side of the management that the workman was never employed by it. He may have worked through the contractor for some period. The documents filed by the workman are false and concocted and are not relevant. No such documents are available in the records of the management. He may have worked under the contractor, whose services have been taken under the

previous contract but there is no employer employee relationship and the workman has not completed 240 days in any of the years of his employment.

The workman has filed photocopy documents from Paper No. 11 to 33. The documents relate to shifting Jumper in 2001 and 2002. MW4 has admitted in his cross examination that the signatures on page 34 and page 36 and 37 at point L are his own. MW3, Shri B.R. Jain has also admitted that page 34 of the WW1/ 1 at point H bear signature. MW 4 has also admitted that he has not seen any record pertaining to contract awarded by the management for the period as mentioned in Para II of his affidavit. MW 4 has also stated that he has not seen any security contract from June, 1999 to June, 2000. Some of the management witnesses have admitted their signatures on the photocopies filed by the workman. There are so many Officers so it is not possible to get the signature of everyone verified. If the signature on one or two documents are admitted and the documents are of the same nature they have force of original documents. The management will always avoid to file the original documents. The witnesses have admitted that they have put their signatures on page 34 and 37. All the documents filed by the workman contain the same matter. The workman has filed such documents from P-11 to P-87. All these documents are similar in nature and contain the same particulars and have been signed by the different Officers. The signatures on 34 and 37 have been admitted by two witnesses.

These documents are maintained for the same purpose of Jumper Shifting. The workman has also put his signature. In the circumstances an adverse inference is drawn that the workman has done the work of Jumper Shifting at least in the year 2001 and 2002. All these photocopies appear to be signed by the JTO, SDO & SDE. There appears no merit in the contention of the management that such documents are not maintained in the management. If one or two documents are admitted, an adverse inference can be drawn regarding the other documents.

The photocopies from 11 to 87 are admissible in evidence as they have been maintained for the same job and all the photocopies have been signed by the JTO or SDO or SDE. At least two such photocopies have been admitted by the management witness. The management witnesses have also admitted that there was no contract record. So the case of the management that the workman was a contractor man terms out to be absolutely false. The workman has at least discharged 240 days duties in the year 2001 and 2002.

It was submitted by the management that BSNL did not exist in the year 1992. It may not be in existence at that time but the same department was in existence in the year 2001 and 2002.

In ID cases strict and sophisticated Rules of evidence Act are not applicable. The workman can file only photocopies, the originals are always in the possession of the management. The management invariably denies the originals being in their possession. In such circumstances

photocopies are sometimes relied upon if they have nexus with the original documents. If photocopies are on the letter head of the management and they bear seal and signature of the management an adverse inference can be drawn regarding their having the force of the originals.

In the instant case the photocopies filed by the management have a close nexus to the original documents. The management has deliberately concealed the originals. The case of the workman is that he has been working since July, 1991 and his services were terminated on 4-10-2002. The workman has not filed documents relating to his duties of his entire tenure. It is not possible for a workman to keep the photocopies of every work performed by him.

The case of the management is that the workman has worked through some contractors. No documents regarding contract have been filed. I have carefully perused the documents filed on the record. It becomes quite obvious that the workman has worked for more than 240 days at least in the year 2001 and in the year 2002.

This issue is decided accordingly.

## ISSUE NO.2

It was submitted from the side of the bank that reinstatement is not the only relief in all the cases of illegal termination. Section 11 A of the ID Act, 1947 provides for payment of compensation also. It was submitted from the side of the workman that compensation is payable in cases where an undertaking has become sick or it has been closed or it is in economic loss. It has not been established that the management is in economic loss and it is a sick Industry.

My attention was drawn by the Ld. Counsel of the workman to 2000 LLR 523 State of UP and Rajender Singh. The Hon'ble Apex Court ordered for reinstatement with full back wages as the services of the daily wager cleaner who worked for 4 years was dispensed with without following the procedure for retrenchment. In the instant case also no retrenchment compensation has been paid. This case law squarely covers the instant case.

It has been held in 1978 Lab IC 1668 that in case service of a workman is terminated illegally the normal rule is to reinstate him with full back wages.

My attention was further drawn to AIR 2002 SC 1313. The Hon'ble Supreme Court has held that daily wager even if serving for a short period should be reinstated.

In the instant case Sections 25 F, G of the ID Act are attracted. In section 25 of the ID Act it has been provided that if a workman has performed 240 days work and if the work is of continuous and regular nature he should be given pay in lieu of notice and retrenchment compensation.

It has been held by the Hon'ble Apex Court that there is no cessation of service in case provisions of section 25 F are not complied. In the instant case no compensation has been paid to the workman.

In case a workman has worked for 240 days in a year and the work is of continuous and regular nature he should be paid retrenchment compensation. In case retrenchment compensation is not paid section 25 F of the ID Act is attracted. There is no cessation of his services. He is deemed continued in service in the eye of law. In case there is breach of section 25 F the service is continued and reinstatement follows as a natural consequence.

ID Act, 1947 has been enacted to safeguard the interest of the workmen belonging to poor segment of society. It appears that Legislature wanted that such workmen should not be harassed unnecessarily so Sections 25 F, U, T and Clause 10 of V Schedule have been enacted.

The objects and reasons of ID Act, 1947 show that the respondent management should not be permitted to indulge in any unfair labour practice. The workmen should not be engaged for years and then they should be removed all of a sudden. There is provision of retrenchment compensation for his removal. Retrenchment compensation is for compensating him otherwise so that he can survive long interregnum of unemployment. In the instant case no retrenchment compensation has been paid.

It was submitted from the side of the management that the Hon'ble Apex Court in 2006 (4) Scale has put down a complete ban on regularization and reinstatement. The Hon'ble Apex Court has held that employment can only be made on the basis of procedure established in that behalf envisaged by the Constitution. Equality of opportunity is the hallmark and the Constitution enshrines affirmative action to ensure that unequals are not treated equals. So public employment should be in terms of constitutional scheme.

It was further submitted that the Constitution Bench Judgment has afforded a right according to which the Government is not precluded from making temporary appointments or engaging workers on daily wages.

The Hon'ble Apex Court has not declared the provisions of ID Act un-constitutional. The Government has got no license to make always appointment of daily wagers and to continue them for life time. Fixed term tenure appointments and temporary appointments cannot be the rule of public employment. At the time of making temporary appointments Articles 14 & 16 are infringed. There is no constitutional mandate that the Government is at liberty to go on giving fixed term appointments for the entire tenure of service of an employee.

No such Article of the Constitution has been pointed out under which the Government or Public Sector units can continue incessantly to give temporary and fixed term appointments again and again. Since fixed term appointments and temporary appointments are not governed by any constitutional scheme, such discrimination will amount to vicious discretion. The Government of Public Sector unit will go on resorting to the method of pick and choose policy and give temporary and ad hoc appointments to



their favourites and thus the principles of equality enshrined in the Constitution will be given a go bye. Such is not the intent of the Hon'ble Apex Court. However, in this judgment the provisions of the ID Act governing the services of the workman have not been declared unconstitutional. Reinstatement is the remedy provided in the ID Act for breach of several provisions enumerated therein or for breach of service rules provided in various labour welfare legislations.

Section 11 A of the ID Act stipulates that in case the Tribunal is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstance of the case may require. According to this benign provision, this Tribunal has the authority to set aside the order of discharge or dismissal and reinstate the workman on the terms and conditions as it thinks fit.

The Hon'ble Apex Court in 2006 (4) Scale has not annulled section 25 F of the ID Act. The judgment cited by the management is not applicable in the facts and circumstances of the case.

A three Judges Bench of the Hon'ble Apex Court has held in 1993 - II - LLJ that termination of services affects the livelihood of not only of the employee but also of the dependents. So in case of illegal termination of service the workman should be reinstated.

Reinstatement should not be misconceived as regularization. By the order of reinstatement the status quo ante of the workman is restored. He is given back wages in order to compensate him for his illegal dis-engagement. This is a special remedy provided in ID Act and it has not been annulled and set aside by any judgment of the Hon'ble Apex Court. The provisions of the ID Act are still constitutional and they are to be given effect too.

It is settled law that in case a workman has completed 240 days in any calendar year or 12 calendar months he is entitled to retrenchment compensation of 15 days for every completed year and one month's pay in lieu of notice. The management has not complied with the postulates of Section 25 F of the ID Act, 1947. The workman has been retrenched in violation of Section 25 F of the ID Act, 1947.

It has been held in a catena of cases by the Hon'ble Apex Court that in case retrenchment compensation is not paid there is no cessation of the services of the workman and the services of the workman will be continued in the eye of law. Termination of service of the workman in the instant case has not been effected according to the provisions of Section 25 F of the ID Act, 1947, so his services are deemed to be continued in view of Section 25 F of the ID Act, 1947.

It is not the case of the management that the work does not exist. In case the work is continued the workman should be reinstated. The work of shifting Jumper still exists with the management.

It is ofcourse true that the workman has not filed documents relating to discharge of his duties from July, 1991. No workman is expected to have documents so old. The workman has specifically mentioned the names under whom he worked. The Officers under whom the workman worked are the Officers of the management. He has named each and every name of the Officer, so the workman has performed 10-12 years service under the management. It is not the case of the management that some other persons have been selected at his place through regular process of selection. It is not the case of the management that some other employee did the job of shifting jumper. No such name has been disclosed. There is vague statement that he was contractor's employee. No document of contract has been filed. Thus, it is found proved that the workman did the job of Jumper shifting from 1991 till termination of his services. The workman has wasted much of his youth in the services of the management. He has been illegally thrown out without considering his long service rendered to the management.

In case the workman is reinstated with back wages the respondents have every right, after payment of back wages and reinstatement, to retrench him validly following the principles of first come last go so that Sections 25, G & H of the ID Act are not violated.

In view of the law cited above and the facts pertaining in this case, the workman is entitled to reinstatement.

This issue is decided accordingly.

### ISSUE NO.3

It was submitted by the management that payment of full back wages is not the natural consequence of the order of discharge or dismissal being set aside. It has been held in (2003) 6 SCC 141 that it is incumbent upon the labour court to decide the quantum of back wages.

It has been further held in this case that payment of back wages having discretionary element involved it is to be dealt with the facts and circumstances of the case. No definite formula can be evolved.

It has been further held in this case that payment of back wages in its entirety is the statutory sanction. In (2003) 4 SCC 27 the Hon'ble Apex Court held that in view of delay in raising the dispute and initiating the proceedings back wages need not be allowed. In the instant case there is no delay at least on the part of the workman in raising the dispute.

In 1978 Lab IC 1968 - three Judges Bench of the Hon'ble Apex Court held that payment of full back wages is the normal rule. In case services have been illegally terminated either by dismissal or discharge or retrenchment, in such circumstance the workman is entitled to full back

wages except to the extent he was gainfully employed during the enforced idleness. In the instant case the workman was always ready to work but he was not permitted on account of invalid act of the employer.

In 2005 IV AD SC 39 - three Judges Bench of the Hon'ble Apex Court held that reinstatement with full back wages is justified. In this case the workman has performed more than 240 days work and he has been retrenched without payment of compensation and pay in lieu of notice.

It was submitted from the side of the management that reinstatement is not the only remedy. In such cases the workman may be given compensation. Section 11 A of the ID Act, 1947 provides that in case of dismissal or discharge is found illegal reinstatement should be ordered. It has been held in a catena of cases by the Hon'ble Apex Court that reinstatement with full back wages is the normal rule. The statute provides for reinstatement. In certain exceptional cases where the undertaking has been closed down or it has become sick there may be order for payment of compensation.

The workman has been doing jumper for 11-12 years. He is out of employment. His age for employment may have passed. He is a manual worker as no certificate regarding his technical qualification has been filed. He might be doing some sort of job off and on. He is not employed in any establishment. In the facts and circumstances of the case the workman is entitled to 25% back wages.

This issue is decided accordingly.

#### ISSUE NO. 4.

From the issue nos. 1, 2 and 3 decided above the workman applicant is entitled to reinstatement along with 25% back wages.

The reference is replied thus :—

The termination of service of Shri Sapnesh Kumar S/o Shri Nafe Singh, Wireman w.e.f. 4-10-2002 by the management to BSNL, Jind is neither just nor legal. The management should reinstate the workman applicant w.e.f. 4-10-2002 along with 25 % back wages within two months from the date of the publication of the award.

The award is given accordingly.

Date: 23-11-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

**क्रा.आ. 3579.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 17/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/206/2003-आई आर (डीयू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 29th November, 2007

**S.O. 3579.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2004) of Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 29-11-2007.

[No. L-40012/206/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

**BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, NEW DELHI**

**PRESIDING OFFICER: R.N.RAI. I.D. No. 17/2004**

**IN THE MATTER OF :**

Shri Anil Kumar,  
S/o Sh Daya Kishan,  
Vill: Bishan Puri, Distt: Jind,  
Haryana

*Versus*

The General Manager, BSNL, Jind, Haryana.

#### AWARD

The Ministry of Labour by its letter No. L -40012/206/2003-IR(DU) Central Government Dt. 19-1-2004 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the termination of service of Sh. Anil Kumar, S/o Daya Kishan, Driver w.e.f. 22-7-2001 by the management of BSNL, Jind is just and legal? If not to what relief the workman is entitled.”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman joined BSNL as a casual labour as ‘Driver’ on 7-11-1998 on monthly salary of Rs.1,400 and worked with the District Manager, Telecommunication, BSNL, Jind.

That the workman was driving Vehicle No. 495, 1934 & 396 belonging to the management of BSNL, Jind. It is respectfully submitted that the workman was also made to do other miscellaneous work like taking vehicles to garage for repair etc. servicing photocopies of work performance registers, log book, oil/petrol issued slips, repair receipts of Vehicle No. HR-31A-7465, Jind and HR31A-3347, Narwana are annexed and marked as Annexure WW1/ 1 (Colly).

That the workman has performed his duties sincerely and with utmost dedication and honestly for a continuous period of more than 3 years and there was no complaint against him from any corner.



That it is a matter of great astonishment that in spite of the constant and ordinate service of the workman, the management terminated the services of the workman on 22-7-2001 without any rhyme and reason.

It is submitted that the said termination order was verbal as no written order was given to the workman by the management.

That the said termination of the service of the workman is illegal, unlawful, unjustified, arbitrary and against the principles of natural justice.

That the workman served a demand notice dated 24-01-2002 on the management for reinstatement but the management opted to remain silent. A copy of the demand notice is annexed herewith and marked as Annexure WW 1/2.

That thereafter, an industrial disputes was raised before the Conciliation Officer. However, on account of an adamant attitude of the management, the conciliation proceedings failed resulting into this reference. Copy of the and conciliation report is annexed herewith and marked as Annexure WW 1/3.

That the workman is covered under the definition of workman as defined under section 2 (s) of the ID Act, 1947. It is submitted that there exists an employee-employer relationship between the workman and the management. That the workman was working under the direct control and supervision of the management.

That the workman has completed more than 240 days in each of the calendar year without any kind of break.

That the workman was neither issued charge sheet nor a show cause notice was given before his illegal termination. It is submitted that even no inquiry was held against the workman before terminating his services.

That the said termination of the services of the workman amount to retrenchment and the management has not followed the mandatory provisions of the ID Act, 1947.

That the management has not completed with the mandatory provisions as mentioned under Section 25F of the Act as neither one month's notice was given or wages in lieu of no notice or retrenchment compensation was given to the workman.

That the management has also violated the provisions of section 25G of the ID Act, 1947 by employing and regularizing the services of the persons who were juniors to the workman.

That the workman was working against a regular and permanent post. That the work is of perennial nature. It is submitted that the job on which the workman was working, still exists and even the fresh appointment has been made against the said post.

That the workman was not paid equal pay as compared to the permanent employees though the workman was doing the same kind of work as done by the permanent employees. It is submitted that the workman used to receive his salary from the concerned officials under whom the workman used to work. That the action of the management violative of Article 14 & 16 of the Constitution of India.

That the workman used to mark his attendance in a register on regular basis, which is with the management.

That the workman has orally and verbally demanded for the appointment letter time and again from the management but the demand was not been accepted by the management.

The Management has filed written statement. In the written statement it has been stated that the present reference is without application of mind in as much as the appropriate government without appreciating the fact that Shri Anil Kumar was appointed by the Answering Management for a limited period and had not completed even 240 days of service in a calendar year as such while referring the dispute the appropriate government has erred in coming to conclusion that there has been termination of services of Shri Anil Kumar. It is submitted that the appropriate government without appreciating the said fact has made present reference for adjudication which has resulted in grave miscarriage of justice and the said reference is liable to be answered in negative.

That Shri Anil Kumar was engaged on a contract basis for driving vehicle for a period from 12-3-1999 to 30-5-1999 and 7-6-1999 to 17-6-1999 i.e. for a approximate period of 100 days and again from 5-4-2000 to 23-9-2000 i.e. for a period of approximately 170 days. It is submitted that Shri Anil Kumar was engaged on contract basis and that too keeping in view the exigencies of business of the Answering Management. Admittedly Shri Anil Kumar has not completed 240 days during any calendar year or a financial year as such Shri Anil Kumar has no claim whatsoever against the Answering Management. It is further submitted that Shri Anil Kumar was admittedly employed on daily wages and his contract came to end on the expiry of each working day as such Shri Anil Kumar can have no claim against the Answering Management and the present claim is misconceived and is liable to be dismissed.

That the appropriate government while referring the said disputes for adjudication before this Hon'ble Tribunal failed to appreciate that the Conciliation Officer has categorically observed that the Answering Management had produced the log book of four vehicles, payment vouchers in original as well as oil receipts issued by Petrol Pumps and repair carried out at the hands of workshop through Shri Anil Kumar. The said documents were duly scrutinized and each and every paper was duly examined in minute details and was satisfied that Shri Anil Kumar had never worked for 240 days during a calendar year

admittedly Shri Anil Kumar failed to produce any document to counter the statements made by the Answering Management and furthermore admittedly all wages for the period Shri Anil Kumar worked with the Answering Management had been cleared and nothing was outstanding. Shri Anil Kumar failed to produce any evidence to show that he had worked more than 240 days in a calendar year or from a period contrary to what has been stated by the Answering Management before the Conciliation Officer. By not appreciating the said facts and the appropriate government still referring the alleged dispute for adjudication the said facts and the appropriate government still referring the alleged dispute for adjudication and framing terms of reference without even appreciating the said facts have resulted in grave miscarriage of justice and the said reference is liable to be rejected on this sole ground.

That the present reference liable to be dismissed, Shri Anil Kumar was never employed by General Manager, BSNL, as such also the present claim is liable to be rejected.

That Shri Anil Kumar last worked with the Answering Management till 23-9-2000 and the present claim was raised only in the year 2002 as such the raising of the present claim is also bad for delay and laches and is liable to be rejected on this sole ground.

The appropriate Government having referred the dispute to this Hon'ble Tribunal is a matter of record. However, it is submitted that the said reference has been made without application of mind in as much as Shri Anil Kumar had not completed 240 days in any calendar year and admittedly Shri Anil Kumar was employed on a daily wages on temporary basis for a limited period keeping in view the exigencies of the business the appropriate Government without appreciating the said facts has erred in referring the matter and coming to conclusion that as to whether the termination of the service is just and legal, if not, what relief Shri Anil Kumar is entitled.

It is specifically denied that Shri Anil Kumar joined BSNL as a casual labourer as a car driver on 7-11-98 on monthly salary of Rs. 11,00. It is specifically denied that Shri Anil Kumar joined on 7-11-1998. It is submitted that Shri Anil Kumar joined only on 12-3-1999 and worked till 30-5-1999 and again from 7-6-1999 to 17.6.1999 for 100 days and again from 5-4-2000 to 23-9-2000 for 172 days. Shri Anil Kumar has not completed 240 days during an year starting from any date.

Shri Anil Kumar was driving various vehicle of the Answering Management. It is specifically denied that Shri Anil Kumar was driving vehicle Nos. 495, 1934 and 396 as alleged in para under reply. It is submitted that from the perusal of the said numbers. It is clear that there can be no such vehicles with such numbers the said statements have been made with malafide intentions and ulterior motives. It is specifically denied that Shri Anil Kumar was also made to do other miscellaneous works. It is submitted that

when Shri Anil Kumar was employed he was required to do work relating to the said vehicles which included repairs, services of the said vehicles etc. It is further submitted that from the said alleged documents it is clear that some of the documents are forged and can not be relied upon and Shri Anil Kumar is put to strict proof thereof. No reliance whatsoever can be placed on the said documents.

It is specifically denied that Shri Anil Kumar performed his duties sincerely and with utmost dedications and continuously for a period of more than 3 years as alleged. It is submitted that Shri Anil Kumar worked only for a limited period as set out herein above.

It is submitted that Shri Anil Kumar worked for limited period as set out herein above. It is specifically denied that the services of Shri Anil Kumar were terminated on 22-7-01 as alleged or otherwise.

It is submitted that Shri Anil Kumar last worked with the Answering Management on 23-9-2000 and as such there was no question of termination of the services thereafter as alleged or otherwise.

It is specifically denied that termination of the services of Shri Anil Kumar are illegal, unjustified, arbitrary and against the principle of natural justice.

It is submitted that the Answering Management craves a reference to the report of the said Conciliation Officer which clearly shows that Shri Anil Kumar never worked for 240 days in a calendar year and Shri Anil Kumar failed to produce any evidence to establish the said facts.

It is submitted that Shri Anil Kumar is not covered under the definition of workman as defined under the Industrial Disputes Act. It is specifically denied that there exist an employee-employer relationship between Shri Anil Kumar and the Answering Management. It is correct that Shri Anil Kumar worked with the Answering Management during the period when Shri Anil Kumar was employed by the Answering Management.

It is specifically denied that Shri Anil Kumar completed more than 240 days in each of the calendar year without any kind of break and Shri Anil Kumar is put to proof thereof. Answering Management craves a reference to what is stated herein in reply to para under reply.

It is submitted that since Shri Anil Kumar had worked for a limited period there was no question of terminating his services and issuance of any charge sheet or the notice or holding enquiries as alleged in para under reply.

It is submitted that Section 25 (G) of the Industrial Disputes Act has no applicability in the present case as Shri Anil Kumar is not working and is not covered under the provisions of Industrial Disputes Act.

It is specifically denied that the Answering Management has violated the provisions of Section 25 (G) of the Industrial Disputes Act. It is specifically denied that the Answering Management has employed and regular-

izes the services of the persons who were juniors to Shri Anil Kumar and Shri Anil Kumar is put to strict proof thereof.

It is specifically denied that Shri Anil Kumar was working against regular and permanent job and the work was of a perennial nature. It is specifically denied that the job which Shri Anil Kumar was doing in the year 2000 still exist and that even fresh appointment has been made.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he joined the BSNL as a casual Driver on 17-11-1998 on monthly salary of Rs.1400 and worked with the District Manager, Telecommunications, BSNL, Jind. He was driving Vehicle No.495, 314 and 396 belonging to the management of BSNL, Jind. He was also made to do other miscellaneous work like taking vehicle to garage for repair, servicing, photocopies of work performance register, Log Book, Oil/Petrol issue slips, repairs receipts of Vehicle No.HR 31 A 7495, BSNL, Jind.

It was further submitted that the management illegally terminated the services of the workman on 22-07-2001 without any rhyme and reason verbally. It is illegal, unlawful, unjustified, arbitrary and against the principles of natural justice.

It was further submitted that the management violated the provisions of Section 25F and G of the ID Act, 1947. The work still exists and even fresh appointment has been made against the said post. He used to receive his salary from the concerned officer under whom he used to work.

It was submitted from the side of the management that the workman was engaged on contract basis for driving vehicle for the period from 12-03-1999 to 30-05-1999 and 07-06-1999 to 17-06-1999 for 100 days and in 2000 approximately for 170 days.

He was engaged on contract basis keeping in view the exigencies of business of the management. He has not completed 240 days work during any calendar year or any financial year as such the workman has no claim whatsoever against the management.

The workman has annexed photocopies of credit coupon, B - 13 to B - 47. The credit coupons bear the signature of the authorities and Sh. Anil Kumar has put his signature overleaf. These credit coupon are for 35 to 40 days and even photocopies cannot be said to be proof of working of the workman as his name does not appear on the front page. He has put his signature on the back of these credit coupons.

The workman has further filed paper No.B - 48 to B - 68 photocopies of repair of certain vehicles. These photocopies also do not bear the name of the workman. He has put his signature on the back of these photocopies. These photocopies also at best may be proof of his 20 days working. The workman has filed photocopies of attendance sheets which are on blank papers from paper No. 69 to 92. These photocopies are not on the letter head of the management; however, there is seal of the management. The workman has put his signature on approximately 170 - 180 days.

In ID cases the management always takes the plea that the originals are not available. The workman can be best in the possession of the photocopies, so photocopies in the special circumstances may be relied upon.

These photocopies disclose that the workman has worked from April to September, 2000. If these photocopies are relied upon the workman has worked for 170 - 180 days in 2000 from April to September. The workman has not annexed with the record any other documents regarding his employment with the management.

The management has admitted in the written statement that the workman has worked for 100 days approximately from March, 1999 to June, 1999 and 170 days from 5th April, 2000 to 23-09-2000. In case photocopies documents are relied upon the workman has worked for 100 days in 1999 and 170 days from April, 2000 to September, 2000. So the workman has not completed 240 days in 12 calendar months, even in case the photocopies filed by him are taken to be true.

It is settled law that the workman has to prove 240 days working within 12 calendar months. The workman was engaged up to June, 1999 for 100 days, and from April to September, 2000 for 170 days.

The management has admitted that the workman has worked for 172 days from 05-04-2000 to 23-09-2000. The workman has been engaged twice, once in 1999 for 100 days and after a gap of 9 months he has been again engaged in 2000 for 172 days, so the workman has not completed 240 days either in the year 1999 or in the year 2000. He was previously engaged up to 17-06-1999 and again he was given engagement on 05-04-2000 after a lapse of almost 9 months, so it cannot be said that he worked continuously for 240 days during the 12 calendar months. There was gap of 6 months in his two engagements, so the workman has not worked for 240 days either in a calendar year or in 12 calendar months preceding his termination. Provisions of Section 25 F of the ID Act, 1947 are not attracted.

The case of the management that the workman was engaged on contract basis for specific periods is correct. The workman has not proved even by photocopies documents 240 days work.

In ID cases strict and sophisticated Rules of Evidence Act are not applicable. The workman can file only

photocopies, the originals are always in the possession of the management. The management invariably denies the originals being in their possession. In such circumstances photocopies are sometimes relied upon if they have nexus with the original documents. If the photocopies are on the letter head of the management and they bear seal and signature of the management an adverse inference regarding their having the force of original can be drawn.

The workman has worked for 100 days in the year 1999 and after a gap of six months he has worked for 170 days in the year 2000. These working days are admitted by the management. The management has stated that he was engaged on contract basis in view of the exigencies and increase of work. The workman has not worked for 240 days either in 1999 or in 2000. He has not worked for 240 days even during 12 calendar months preceding the date of his discharge. He is not entitled to get any relief.

The reference is replied thus:

The termination of service of Sh. Anil Kumar S/o. Daya Kishan, Driver w.e.f. 22.07.2001 by the management of BSNL, Jind is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 26-11-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 16/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/207/2003-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2004) Central Government Industrial Tribunal-cum-Labour Court, No. II New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 29-11-2007.

[No. L-40012/207/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-

LABOUR COURT, NEW DELHI

PRESIDING OFFICER: R. N. RAI

I. D. No. 16/2004

## INTHEMATTEROF:

Shri Karamveer,  
S/o Shri Soran Ram,  
Bhiwani Road, Ajmer Basti,  
H. No. 543, Ward No. 30,  
Jind (Haryana)

## VERSUS

The General Manager,  
BSNL, Jind,  
Distt. Bhiwani,  
Bhiwani (Haryana)

## AWARD

The Ministry of Labour by its letter No. L 40012/207/2003-IR(DU) CENTRAL GOVERNMENT DT. 19-01-2004 has referred the following point for adjudication.

The point runs as hereunder:

“Whether the termination of service of Shri Karamveer S/o Shri Saran Ram Sweeper, w.e.f. 12/7/2002 by the management to BSNL, Jind is just and legal? If not to what relief the workman is entitled.”

That the workman was appointed as a casual worker as a “sweeper” with District Manager, Telecommunications, BSNL, Jind during the year, 1992.

That the workman has worked under the supervision of Mr. H.S. Pawar in the year 1995 and Mr. M.K. Singh in the year, 1998.

That the workman used to Sign in the Stock Register along with the permanent employees of BSNL, Jind for receiving materials like broom, duster, soap, phenyl etc. for doing the sweeping/cleaning work. The photocopies of the Stock Register are annexed and marked as WW1/1 (Colly).

That the workman has performed and discharged his duties sincerely with utmost dedication and honesty for a continuous period of 10 years. That there has been no complaint against him from any corner. That the experience of over 10 years is indicative of the fact that the services of the workman are definitely required on day to day basis and the work performed by the workman is of perennial nature.

That it is the matter of great astonishment that inspite of the constant and ordinate services of the workman, the services of the workman was terminated on 12-7-2002 by the management.

That the said termination of services of the workman on 12-7-2002 was without any rhyme and reason and against the provisions of the Industrial Disputes Act, 1947. It is pertinent to mention that the said termination was verbal as no written termination order was given by the management.

That the said termination of the services of the workman is entirely illegal, unlawful, unjustified, arbitrary and against the principles of natural justice.

That the workman served a demand notice dated 30-9-2002 on the management for reinstatement but the management opted to remain silent. Copy annexed and marked as WW 1/2.

That thereafter an industrial dispute was raised before Conciliation Officer. However, on account of an adamant attitude of the management, the conciliation proceedings failed resulting into this Reference. The copy of the Conciliation Report is annexed and marked as WW 1/3.

That the workman is squarely covered under the definition of workman as defined U/s. 2(s) of the Industrial Disputes Act, 1947. That there exists an employer-employees relationship between the workman and the management. The workman used to work under the direct supervision and control of the management. That the work done by the workman was assigned by the management. That the workman used to work within the premises of the management.

That the workman has completed more than 240 days in each of the calendar year, without any kind of break.

That the workman was neither issued a chargesheet nor a show cause notice before the illegal termination. It is pertinent to mention that even no enquiry was held against the workman before terminating the services of the workman.

That the said termination of the services of the workman amounts to "retrenchment" and the management has not followed any mandatory provisions of the I. D. Act, 1947.

That the management has not complied with the mandatory provisions as mentioned under Section 25F of the Industrial Disputes Act, 1947 as neither one month's notice was given or wages in lieu of the notice nor retrenchment compensation was given to the workman.

That the management has also violated the provisions of S. 25 of the I. D. Act by employing and regularizing the services of the person junior to the workman namely Ashok Kumar.

That the workman was working against a regular and permanent post. That the work is of perennial nature. It is respectfully submitted that job on which the workman was working still exists and even fresh appointment has been made against the said post.

That the workman was not paid equal wages / pay as compared to the permanent employees though the workman was doing the same kind of work as done by the permanent employees. It is respectfully submitted that the workman used to receive his salary from the concerned officers under whom the workman used to work. That the action of the management is violative of Articles 14 & 16 of the Constitution of India.

That the workman used to mark his attendance in a register on a regular basis which is with the management.

That the workman has orally and verbally demanded for the appointment letter time and again from the management but the demand was not accepted by the management.

That the workman has participated in the sports day of the management and has earned many prizes. The copy of the photographs of the workman receiving prizes and annexed and marked as WW1/4.

The Management has filed written statement. In the written statement it has been stated that the present reference is without application of mind as much as the appropriate Government without appreciating the fact that Shri Karamveer was never appointed by the Answering Management as such still referring the dispute has erred in coming to the conclusion that the Answering Management has terminated the service of Shri Karamveer. It is submitted that the appropriate Government erred in referring the dispute for adjudication without appreciating the said fact as such the present reference "Whether the termination of services of Shri Karamveer by the Management of BSNL, Jind is just and legal" is liable to be answered in negative.

That Shri Karamveer was never employed by the Answering Management at any stage whatsoever. It is submitted that the sister of Shri Karamveer namely Smt. Rukmani Devi has been working as Sweeper (now RM) in the old telephone exchange building Jind. It is submitted that since 1985 new recruitment has been banned in the department during the period when Shri Karamveer is claiming to have worked as a sweeper.

It is submitted that there has neither been any vacancy for the post of Sweeper nor there has been any decision on behalf of the BSNL to appoint the Sweeper as such the present statement of claim is misconceived and without any basis.

It is submitted that since Shri Karamveer is the brother of Smt. Rukmani Devi, the regular Sweeper in the Department, he used to help his sister in her interest now and then. It is submitted that as per the office records some signatures of Shri Karamveer are available in the stock register (which is a mistake on behalf of the person for handing over/taking over the goods) for the items issued to his sister Smt. Rukmani Devi.

It is submitted that Shri Karamveer was given the work of washing of office Towels, Bed Sheets, Car seats, covers etc. and payment for which was duly made to Shri Karamveer for his work. Shri Karamveer was never employed by the Answering Management as such there was no question of terminating his services as alleged or otherwise as such also making of the reference to this Tribunal has resulted in grave miscarriage of justice.

That Shri Karamveer has not come with clean hands in as much as Shri Karamveer is trying to take advantage of some signatures alleged to have been put him during the course of helping his sister Smt. Rukmani Devi for

carrying out the work assigned to her. It is submitted that Shri Karamveer cannot be permitted to take benefits of his alleged illegal and wrongful actions. Shri Karamveer was never employed by the Answering Management and as such the statements made in the Statement of claim are false and misleading and have been with malafide intentions and ulterior motives with the sole purpose of making illegal and unlawful gains at the cost of the Answering Management as such also the present reference is liable to be answered in negative.

That the statement made in the statement of claim are vague and Shri Karamveer has failed to show as to for which period he was employed as alleged in the statement of claim. It is submitted that Shri Karamveer was never employed eve for a single day in any calendar year and was carrying out some work for and on behalf of his sister Smt. Rurkmani Devi on various occasions as such the claim of Shri Karamveer is misconceived and the same is liable to be dismissed.

That there has been complete non-application of mind by the appropriate Government while referring the said dispute for adjudication as there was no relationship of "Employee and Employer" between the Answering Management and Shri Karamveer as Shri Karamveer was never employed by the Answering Management. Without appreciating the said fact and referring the dispute for adjudication has resulted in grave miscarriage of justice and the said reference is liable to be rejected on this sole ground.

It is submitted that the said reference has been made without application of mind as much as Shri Karamveer was never employed by the Answering Management as such there is no question of termination of his services and the present reference is liable to be answered in negative.

It is specifically denied that Shri Karamveer was appointed as a casual worker as a "Sweeper" with District Manager Telecommunication, BSNL, Jind in the year 1992 as alleged or otherwise. It is submitted that in the year 1992, BSNL was not in existence as such it is clear that Shri Karamveer has filed the present statement of claim without applying his mind.

It is specifically denied that Shri Karamveer has worked under the supervision of Mr. H.S. Pawar in the year 1995 and Mr. M.K. Singh in the year 1998. It is submitted that the said statements are vague and without any basis. Shri Karamveer has failed to disclose for what period he had worked under so-called Mr. H.S. Pawar and Mr. M.K. Singh. It is submitted that Shri Karamveer was never employed and had never worked either with the District Manager, Telecommunication BSNL or Shri Pawar or Shri M.K. Singh at any stage.

It is specifically submitted that Shri Karamveer used to visit the office of the Answering Management to help his sister Smt. Rukmani Devi and there have been occasions

when Shri Karamveer got some items issued for and on behalf of his sister Smt. Rukmani Devi and at the time of getting items issued, to his sister Smt. Rukmani Devi and at the time of getting items issued, his signatures were obtained in the stock register. It is submitted that the said act of the concerned person in BSNL was wrong and not as per the rules and regulations. In any case Shri Karamveer was never employed by the Answering Management and he was visiting the office of the Answering Management to assist his sister Smt. Rukmani Devi on and off and during the said visits if he had got some items issued, the same is of no help to Shri Karamveer as he was never employed by the Answering Management and there is no relationship of "Employer and Employee" between Shri Karamveer and the Answering Management. The photocopy of the stock register annexed is matter of record.

It is submitted that Shri Karamveer was never employed by the Answering Management as such there is no question of his discharging his duties sincerely with dedications and honestly for even a single day what to talk of Ten years. It is submitted that the statements made in para under reply are false and mischievous and have been made with malafide intentions and ulterior motives.

It is submitted that Shri Karamveer was never employed by the Answering Management as such there is no question of his services being terminated as alleged or otherwise.

It is specifically denied that the Answering Management ever terminated the services of Shri Karamveer on 12-7-2002 or any other day as alleged or otherwise. The statements made in para under reply are false, mischievous and have been made with malafide intentions and ulterior motives as Shri Karamveer was never employed by the Answering Management therefore, there is no question of terminating his service.

The Answering Management carves a reference to what is stated hereinabove in reply to Para under reply. It is submitted as Shri Karamveer was never employed by the Answering Management as such there is no question of termination of his services as alleged or otherwise.

It is submitted that issuance of the alleged demand notice is without any basis whatsoever as Shri Karamveer was never employed by the Answering Management as such there is no question of his services being terminated and thereafter he being reinstated. Since the notice itself was misconceived and without any basis thereafter, there was no reason to replying for the same.

It is specifically denied that Shri Karamveer is covered under the definition of Workman as defined under Section 2(s) of the Industrial Disputes Act. Since Shri Karamveer was never employed by the Answering Management. It is specifically denied that Shri Karamveer used to work in the direct supervision and control of the Management and he used to do the work, which was assigned, to him within the



premises of the Management. The said statements are false, misleading and mischievous and have been made with malafide intentions and ulterior motives. It is submitted that the Answering Management failed to understand that when Shri Karamveer was never employed by the Answering Management as such on what basis Shri Karamveer is claiming to have completed 240 days in each calendar without any break or otherwise.

It is submitted that since Shri Karamveer was never employed by the Answering Management as such there was no question of issuing charge sheet or a show cause notice before or after the alleged termination. It is submitted that Karamveer was never employed by the Answering Management hence there was no question of holding enquires before the alleged termination.

As already stated herein above that Shri Karamveer was never employed by the Answering Management and hence his services was never terminated as such compliance/non-compliance of mandatory provisions as contained under Section 25(F) of the Industrial Disputes Act has no applicability whatsoever. The statements made are without any basis whatsoever.

Shri Karamveer was never employed by the Answering Management and his services were never terminated therefore, is no question of violating the provisions of Section 25(G) of the Industrial Disputes Act. It is specifically denied that the person junior to Shri Karamveer namely Shri Ashok Kumar has been employed and regularized as alleged or otherwise. The statements made are false and misleading and have been made with malafide intentions and ulterior motives. Shri Ashok Kumar was appointed on part time basis and was later on regularized as per the orders receive from DOT/BSNL. It is specifically denied that Shri Karamveer ever worked with the Answering Management and that the work was of a perennial nature and the said job still exists and even fresh appointment have been made against the said post. The said statements are false and misleading and have been made with malafide intentions and ulterior motives.

It is submitted that since Shri Karamveer was never employed by the Answering Management and there was no question of paying any wages much less equal wages as alleged.

It is specifically denied that Shri Karamveer used to mark his attendance in the register on a regular basis as alleged or otherwise. The statements made are false and misleading and the Answering Management craves a reference to what is stated hereinabove in reply to para under reply.

It is submitted that the alleged photographs has no relevancy in the present case. In any case admittedly Shri Karamveer is a brother of a regular employee of BSNL as such he may have participated in the sport day and earned prizes however, as already stated herein above the said

winning or non-winning has no relevancy in the present case.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

The workman has put his signature on Stock Register, WW1/1 (Colly) at Page 17, 19, 21, 23 and 27. WW 1/1 (Colly) is photocopy of Stock Register, the workman has put his signature on five days. The workman has again filed photocopy of Stock Register, Page 28 to 51. His signatures appears on page 29, 30, 32 and overleaf, 33, 34, 38, 41, 42, 44 and overleaf, 45 and overleaf.

It becomes quite obvious from perusal of the photocopy, page no.30 that the workman has put his signature on 22-05-1999. He has not put any signature on 17-07-1998 and 29.07.1998. The signature of the workman appears on 06-09-1998 on page 32. He has not signed on this paper on the other dates. The signatures of the workman appears on overleaf of page 32 on 8-7-1999. He has put his signature on 07-09-1998 and 13-10-1999 on page 33. He has again put his signature on 12-07-1999 at page 38. He has put his signature on 22-05-1998 at page 42 and on 06-08-1999 at page 44 and overleaf of page 44. He has put his signature on page 45 on 03-08-1999 and overleaf. The workman has not annexed with the record any other document regarding his work.

The management has examined Sh. Sube Singh, MW1 and Sh. Jitender, MW2. These witnesses have deposed that the sister (Smt. Rukmani Devi) of the workman was working as sweeper in the old Telephone Exchange Building, Jind. Whenever she was ill and was on leave, the workman, the brother of Smt. Rukmani Devi was called. The BSNL was not in existence in Jind in the year 1992.

The witness has identified his signature at one place on the photocopy. The management has not filed the originals. In the circumstances an adverse inference is drawn that the documents filed by the workman are photocopies of the originals of the management.

It was the duty of the workman to prove that he has worked continuously for 240 days in a calendar year or within 12 calendar months from the date of his retrenchment. The workman has filed photocopies of Stock Register from page 16 to 51. He has filed no other documents. From perusal of the photocopies, it appears that the workman has put his signature only on 18 days. There is no other documentary evidence regarding the working period of the workman. From the documents it is only established that he attended the duty only on 18 days and he was issued sweeping and cleaning materials.

It may be argued that sweeping and cleaning materials are issued once in a month. The photocopies show that the materials have been issued twice or thrice a week and on different dates, in the same stock register. The premises are cleaned and washed everyday and cleaning and sweeping materials may be issued for 1 or 2 days only.

The management has categorically stated that Smt. Rukmani Devi, sister of the workman was working in the management. When she was absent/ill/ on leave, the workman i.e Sh. Karamveer, brother of Smt. Rukmani Devi resumed her work. Smt. Rukmani Devi has not put her signature on these photocopy documents. It suggests that whenever she was absent, ill or on leave, the workman resumed her work and he was issued washing and cleaning materials and his signature was obtained on stock register.

The workman has worked at the place of his sister (Rukmani Devi) only for 18 days in the year 1997, 1998 and 1999. The workman has stated that he worked continuously for 10 years from 1995 onwards. There are no documents pertaining to the year 1995. He has filed copy of stock register of 1997, 1998 and 1999 and he has put his signature on 18 days only.

The workman applicant has filed affidavit which is self serving. The averments of claim statement cannot be proved on the basis of affidavit. The workman has not proved that he has worked either for 10 years or w.e.f. 1995 or for 240 days even in any of the years 1997, 1998 & 1999. he has worked only for 18 days in the year 1997, 1998 & 1999; thus, the management's case he worked at the place of his sister whenever she was ill, absent or on leave appears to be correct.

Thus, the workman has miserably failed to prove his claim statement. He has not filed any documentary evidence pertaining to his work from 1995 onwards. He has put his signatures only on 18 days on the stock register that too at the place of his sister, Smt. Rukmani Devi. So the workman applicant is not entitled to get any relief.

The reference is replied thus:

The termination of services of Shri Karamvir S/o Shri Soran Ram, Sweeper w.e.f. 12-7-2002 by the management of BSNL, Jind is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 28.11.2007

R. N. RAI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

**का.आ. 3581.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एमटीएनएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय सं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 58/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/129/2001-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

**S.O. 3581.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2001) Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of MTNL and their workman, which was received by the Central Government on 29-11-2007.

[No. L-40012/129/2001-IR(DU)]

SURENDRA SINGH, Desk Officer

**ANNEXURE**

**BEFORE THE PRESIDING OFFICER: CENTRAL**

**GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT-II, NEW DELHI**

**PRESIDING OFFICER: R. N. RAI**

**I. D. No. 58/2001**

**In the Matter of:**

Shri Hira Bahadur,  
S/o. Shri Mehar Singh,  
Through Delhi Labour Union,  
Aggarwal Bhawan,  
G.T. Road, Tis Hazari,  
Delhi-110 054.

*Versus*

The Chief General Manager,  
MTNL Delhi Telephones, Khurshid Lal Bhawan,  
New Delhi.

**AWARD**

The Ministry of Labour by its letter No. L 40012/129/2001-IR(DU) Central Government dt. 10-04-2001 has referred the following point for adjudication.

The point runs as hereunder:

“Whether Shri Hira Bahadur, Chowkidar-cum-Care Taker is a workman/employee of the MTNL? If so, whether the action of the management of MTNL not regularizing the services of the said workman is just and legal? If not what relief the said workman is entitled to and from what date.”

The workman applicant has filed claim statement. In the claim statement it has been stated that the applicant is a workman within the meaning of Section 2 (s) of the I.D. Act, 1947 and has been in continuous service (as defined under Section 25 B of the said Act) under the management of MTNL, New Delhi which is an Industry within the meaning of Section 2 (j) of the said Act.



That the workman is presently working as Chowkidar-cum-Care Taker in the P & T Community Centre, P & T Colony, R.K. Puram, New Delhi-110022 under the management.

That the workman was initially appointed as a Chowkidar-cum-Care Taker in the above P & T Community Centre during the year 1976 as a whole time employee. The said community centre belonged to the erstwhile P & T Department and was placed under the control of the P & T Residents Welfare Association and Recreation Club, Section VI, R. K. Puram, New Delhi by the Department. The workman was paid a consolidated salary of Rs.175 per month through the said Welfare Association.

That the workman was paid the consolidated salary of Rs.175 per month for seven years without any revision. The amount of salary of the workman was however raised from Rs.175 per month to Rs.275 per month during the year 1983 under the orders issued by the General Manager, Delhi Telephones, New Delhi.

That the control of the said community centre was taken over by the General Manager, Delhi Telephones from the aforesaid P & T Residents Welfare Association, Sector VI, R.K. Puram, New Delhi in the year 1984 and thereafter the management of MTNL, New Delhi.

That the aforesaid community centre is being used for the following activities :

1. Arrangement of Marriages.
2. Holding of social functions / social gatherings.
3. Tailoring Classes for girls being run by the Mahila Door Sanchar from 11:00 to 14:00 hrs.
4. There is an office of the Residents Welfare Association functioning therein.
5. Holding of Departmental Examinations.
6. There is an MTNL Office functioning therein which attends to the Directory Enquiries of Directory Enquiry Phone - 197.
7. There is a library room also in the community centre for the residents of the P & T Colony.

The above activities are being carried out in the said community under the instructions and specific sanction/approval of the competent authority of the management and the appropriate charges as prescribed are being collected and credited to the account of the management after its control was taken over by the management of MTNL.

That the workman was paid very meager salary without payment of any periodical increments. The amount of salary being paid to the workman was even less than the minimum wages fixed by the appropriate Government for casual labours/daily rate Mazdoors. The workman submitted various representations to the concerned authorities from time to time for regularisation of his service

as Government servant and in the meantime to raise his salary atleast up to the level of minimum wages rates fixed for daily rated Mazdoors.

That the workman *vide* his representation dated 26-01-1986 addressed to the management explained his plight and prayed for regularization of his services and till that date to enhance his salary at least to the level of the rates fixed for daily rated Mazdoors. His case was strongly recommended by the then General Secretary of the P & T Residents Welfare Association *vide* his letter dated 26-01-1986 while forwarding his representation.

That the Asstt. General Manager (A) of the management *vide* his letter No.STC-II/56-4/85-86 dated 06-02-1986 while considering the representation dated 26-01-1986 of the workman for regularization of his service informed him that no appointment can be made due to the ban on recruitment for creation of new posts. However, there was no reply with regard to the pray for enhancement of the salary of the workman up to level of the minimum wages fixed for daily rated Mazdoors.

That consequent thereto, the amount of monthly salary of the workman was raised from Rs.325 per month to Rs.425 per month w.e.f. November, 1987 *vide* Memo No.GMT/WA-3/24/KW/5/41 dated 19-01-1988 and from Rs.425 per month to Rs.700 per month w.e.f. 01-01-1989 *vide* Memo No.GMT/WA-3/24/KW dated 07-02-1989 issued by the Chief General Manager of the management. The monthly salary of the workman is sanctioned from time to time as mentioned above by the competent authority of the management and the payment thereof is made through the General Secretary of the P & T Residents Welfare Association, Sector VI, R.K. Puram, New Delhi the office of which is also located in the community centre.

The management has filed reply to the claim statement. In the reply it has been stated that the present reference is misconceived and has been made without application of mind. The appropriate Government has referred the aforesaid matter for adjudication without appreciating the fact that there is no relationship of employer and employee between Shri Hira Bahadur and the management, as such the present reference is liable to be rejected.

That admittedly Shri Hira Bahadur is allegedly working as Chowkidar-cum-Caretaker in the P & T Community Centre, P & T Colony, R.K. Puram, New Delhi and the said community centre is under the control of P & T Resident Welfare Association and Recreation Club and admittedly Shri Hira Bahadur is getting his salary/wages from the said welfare association, as such there is no relationship of employer and employee between Shri Hira Bahadur and MTNL. It is submitted that the aforesaid association is an independent distinct and separate entity from the management/MTNL as such the present reference is liable to be dismissed.

That Shri Hira Bahadur claims himself to be the employee of the aforesaid association having status and character as aforesaid filed LPA No. 35/99 and CM No.308/99 before the Hon'ble High Court of Delhi at New Delhi against the order passed in CWP No. 5301/98 which was dismissed in limini and the LPA also met the same fate, for the simple reason that Shri Hira Bahadur could not agitate the matter before the Hon'ble High Court as the management was not his employer either as such the present reference has been made without application of mind.

That the present reference is bad for non-joinder and misjoinder as Shri Hira Bahadur has intentionally and deliberately concealed the true factum of his being engaged by the aforesaid association and has chosen to raise the present dispute only against the MTNL despite knowing fully well that there is no privity of contract between Shri Hira Bahadur and MTNL and by simply misleading the appropriate government has got the matter referred for adjudication. Admittedly there is no relationship of employer and employee, as such the present reference is liable to be rejected.

That in order to constitute an industrial dispute there must be a relationship of employer and employee which is conspicuously absent herein. Section 2 (k) of the ID Act reads as under :

"2(k). Industrial Dispute means any dispute or difference between employers and employees or between employers and workmen or between workmen and workmen which is connected with the employment and non-employment of the terms of employment or with the conditions of labour of any person."

That admittedly since there is no relationship of employer and employee between Shri Hira Bahadur and the management as such the present dispute does not constitute an industrial dispute and hence the reference is liable to be rejected.

It is specifically denied that Shri Hira Bahadur is a workman within the meaning of section 2 (s) of the ID Act, 1947 and has been in continuous service under the management of the management. The statement is misconceived and contrary to the facts.

It is specifically denied that Shri Hira Bahadur is working as Chowkidar-cum-Caretaker under the management as alleged in para under reply. Shri Hira Bahadur is trying to mislead this Hon'ble Tribunal by making false and frivolous allegations contrary to the records.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he has been presently working as Chowkidar-cum-Caretaker in the Community Centre, P & T Colony, R.K. Puram, New Delhi. He was engaged as Chowkidar in the year 1976 and he is continuing in the service even today. The activities of the Community Centre are carried on under the instructions and specific sanction/approval of the competent authority of the management.

It was submitted from the side of the management that the workman is doubtless working as Chowkidar-cum-Caretaker in the said Community Centre. The Community Centre is under the control and supervision of the P & T Residents Welfare Association and Recreation Club. He is getting his salary/wages from the said Welfare Association. There is no relationship of employer-employee between the management and the workman. The aforesaid association is an independent distinct and separate entity from the MTNL. There is no privity of contract between the MTNL and the workman. There is no relationship of employer and employee between the management and the workman.

The substantial question is whether the workman was employed by the management of MTNL and payment to him was made by the MTNL.

As per Section 2(k) of the ID Act, 1947 any industrial dispute can be raised between the employers and the employees if there is employer employee relationship. The present dispute is not an industrial dispute in view of the definition of Section 2 (k) of the ID Act, 1947. The workman has not been able to prove that he was employed by the management of MTNL.

The workman has admitted in his cross-examination that he was employed in the year 1976 by the Secretary, namely Shri Satpal Chopra of the Residents Welfare Association. He has further admitted that he was an employee of the Association but the community hall is under the supervision of the management of MTNL. He has also admitted that he got his salary from the welfare association.

There is another lady for maintaining the said community centre. She is an employee of the Mahila Sangathan. That lady is running the sewing classes.

The lady employee has also been examined by the workman. She has also admitted that she was employed by the P & T Community Centre and Recreation Club. She has further admitted that welfare association is being conducted by the General Secretary of the association. Her salary is paid by the said association. She has also admitted that she has never been paid salary by the management of MTNL. She has admitted that the entire functions of the Community Centre are conducted by the welfare association.

It becomes quite obvious from perusal of the cross-examination of these two witnesses including the workman that they have been engaged by the welfare association and payment to them has been made by the welfare association. The management of MTNL has not made any

payment by way of salary at any point of time. Thus, there is no relationship of employer and employee between the management of MTNL and the workman. The said association is an independent entity. The Secretary of the said association is elected by the members and the elected Secretary has overall control over the communities centre. It is run by the fee received from marriage ceremony, social gatherings and social functions etc. The said community centre is not a department of MTNL. There is no relationship of master and servant. The said dispute is not an industrial dispute.

The reference is replied thus : —

Shri Hira Bahadur, Chowkidar-cum-Care-taker is not a workman/employee of the MTNL. The action of the management of MTNL is not regularizing the services of the said workman is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 22-11-2007. R. N. RAI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत संचार निगम लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, नई दिल्ली के पंचाट (संदर्भ संख्या 14/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/209/2003-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2004) Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 29-11-2007.

[No. L-40012/209/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL

GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER: R.N.RAI

I.D. No. 16/2004

IN THE MATTER OF:

Shri Suresh Kumar,  
S/o Shri Ram Kishan,  
Vill. & Post Pandu Pindara,  
Behind Government School,  
Distt Jind (Haryana)

VERSUS

The General Manager,  
BSNL, Jind,  
Distt. Bhiwani,  
Bhiwani (Haryana)

AWARD

The Ministry of Labour by its letter No. L-40012/209/2003-IR (DU) Central Government 19-01-2004 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the termination of service of Shri Suresh Kumar S/o Shri Ram Kishan, Peon w.e.f. 12-7-2002 by the management of BSNL, Jind is just and legal? If not to what relief the workman is entitled.”

The workman applicant has filed claim statement. In the claim statement it has been stated that the appropriate Government vide its order dt. Ref. No. L 40012/209/2003-IR (DU) dated 19-01-2004 referred an industrial dispute to this Hon'ble Tribunal-cum-Labour Court for adjudication, existing between the above mentioned parties with the following terms of reference.

That the workman joined BSNL as a casual labour as 'Peon' in January, 1991 and the last drawn salary was Rs. 1800.

That the workman worked as a Peon under the supervision and control of Shri Shyamlal (JTO) till June, 1996.

Thereafter the workman was made to work under SDO (Phone) from July, 1996 to August, 1998. During the period of 1998 - 99 the workman worked with SDO (Planning) under the supervision and control of Shri Kapur Singh Dul.

Thereafter the department of the workman was changed from SDO (Phone) / (Planning) to SDO (Courier) and there the workman from August, 1999 to July, 2001 under the control and supervision of Shri Kartar Singh Latter (SDO).

Thereafter, the workman was made to work under Sh. Dhashrat Garg, AD (TR) from July, 2001 to July, 2002. The workman used to send correspondence on behalf of the officers. Photocopies of the same are annexed as WW 1/1 (Colly). That the workman used to sign in the Stock Register alongwith the permanent employees of BSNL, Jind for receiving materials like pen, paper, eraser etc. The photocopies of the Stock Register are annexed and marked as WW1/2 (Colly).

That the management adopted unfair labour practices by changing time and again the place of work and department of the workman with the object of depriving him of status and privileges of permanent employees.

That the workman has performed his duties sincerely and with utmost dedication and honesty for a continuous

period of more than 11 years and there was no complaint against him from any corner.

That it is a matter of great astonishment that in spite of the constant and ordinate services of the workman, the management terminated the services of the workman on 12-07-2002 without any rhyme and reason.

It is respectfully submitted that the said termination order was verbal as no written order was given to the workman by the management.

That the said termination of the services of the workman is illegal, unlawful, unjustified, arbitrary and against the principles of natural justice.

That the workman served a demand notice dated 30-09-2002 on the management for reinstatement but the management opted to remain silent. A copy of the demand notice is annexed herewith and marked as Annexure WW1/3.

Thereafter an industrial dispute was raised before Conciliation Officer. However, on account of an adamant attitude of the management, the conciliation proceedings failed resulting into this reference. Copy of the conciliation report is annexed herewith and marked as Annexure WW1/4.

That the workman is covered under the definition of workman as defined under Section 2(s) of the Industrial Disputes Act, 1947. It is respectfully submitted that there exists an employee-employer relationship between the workman and the management. That the workman was working under the direct control and supervision of the management. The work done by the workman was assigned by the management. That the workman used to work within the premises of the management.

That the workman has completed more than 240 days in each of the calendar year without any kind of break.

That the workman was neither issued a charge sheet nor a show cause notice was given before his illegal termination. It is respectfully submitted that even no inquiry was held against the workman before terminating his services.

That the said termination of the services of the workman amounts to 'retrenchment' and the management has not followed the mandatory provisions of the Industrial Disputes Act, 1947.

It is respectfully submitted that the management has not complied with the mandatory provisions as mentioned under Section 25 F of the Act as neither one month's notice was given or wages in lieu of the notice nor retrenchment compensation was given to the workman.

It is respectfully submitted that the management has also violated the provisions of Section 25 G of the Industrial Dispute Act, 1947 by employing and regularizing the services of the persons who were junior, to the workman namely Shri Nirula.

That the workman was working against a regular and permanent post. That the work is of perennial nature. It is respectfully submitted that the job on which the workman was working, still exists and even the fresh appointment has been made against the said post.

That the workman was not paid equal pay as compared to the permanent employees though the workman was doing the same kind of work as done by the permanent employees. It is respectfully submitted that the workman used to receive his salary from the concerned officials under whom the workman used to work. That the action of the management violative of Articles 14 and 16 of the Constitution of India.

That the workman used to mark his attendance in a register on regular basis, which is with the management. That the workman has orally and verbally demanded for the appointment letter time and again from the management but the demand was not been accepted by the management.

That the workman has participated in the sports day of the management and has earned certificates of appreciation. Copies of the said certificate are annexed and marked as Annexure WW1/5 (colly)

The Management has filed written statement. In the written statement it has been stated that the present reference is without application of mind in as much as the appropriate Government without appreciating the fact that Shri Suresh Kumar was never appointed by the answering management as such while referring the dispute has erred in coming to the conclusion that there has been termination of services of Shri Suresh Kumar as such the present reference is liable to be answered in negative.

That Shri Suresh Kumar was never employed by the answering management. It is submitted that Shri Suresh Kumar was employed through a contractor in terms of the written agreement entered into between the management and the said contractor. Both the management and the contractor were duly registered under the provisions of Contractor Labour (Regulation & Abolition) Act and as such Shri Suresh Kumar has no right of employment with the answering management. It is submitted that on the expiry of the said contract, all the employee of the said contractor stopped coming and thereafter Shri Suresh Kumar filed the aforesaid case and appropriate Government without appreciating the facts on record have referred the present dispute for adjudication as such also the present reference is liable to be answered in negative.

That Shri Suresh Kumar does not have even completed 240 days even during the period when he was employed through contractor and further more no letter of appointment whatsoever was ever issued to Shri Suresh Kumar nor was there any vacancy. It is specifically denied that Shri Suresh Kumar was working as a peon as alleged in the statement of claim. It is submitted that the answering management had appointed a contract or under the provision of Contract Act and both the contractor and

answering respondent were duly registered and as per the knowledge of the answering management Shri Suresh Kumar was employed by the said contractor from time to time and during the course of agreements between the answering management and the contractor the said contractor may have deputed Shri Suresh Kumar for carrying out the job assigned to him in terms of the contract. There could be a possibility that Shri Suresh Kumar may have done some jobs here and there, however that does not mean that Shri Suresh Kumar was employed by the answering management as such the claim of Shri Suresh Kumar is not only false but also concocted and vague and ought to be rejected and present reference is liable to be answered in negative.

That the statement made in statement of claim are vague and Shri Suresh Kumar has failed to show as to for which period he was employed as alleged in the statement of claim. It is submitted that Shri Suresh Kumar never worked for 240 days in any calendar year, as such the claim of Shri Suresh Kumar is misconceived and the same is liable to be dismissed.

That the present reference is liable to be dismissed as Shri Suresh Kumar was never employed by General Manager, BSNL as such the present claim is liable to be rejected. Without prejudice to what is stated hereinabove and subject thereto the parawise reply on merits is as under.

However, it is submitted that the said reference has been made without application of mind in as much as Shri Suresh Kumar was never employed by the answering management and as such there is no question of termination of his services.

It is denied that Shri Suresh Kumar joined BSNL as casual labour as peon in Jan., 1991 as alleged or otherwise. It is further submitted that Shri Suresh Kumar has not stated as to what is his last drawn salary and has left a blank space. The answering management craves reference to give detailed reply as and when the said details are furnished. It is submitted that there was no vacancy of peon hence there was no question of appointing Shri Suresh Kumar as Peon as alleged or otherwise.

It is specifically denied that Shri Suresh Kumar was made to work under SDO (Phone) from July, 1996 to August, 1998 and during 1998 and 1999 Shri Suresh Kumar worked with SDO (PIng) under the supervision and control of Shri Kapoor Singh Dul. The statements made are false and fabricated.

It is specifically denied that thereafter Shri Suresh Kumar worked with SDO (Courier) and from August, 1999 to July, 2001 under the control and supervision of Shri Kartar Singh Lattar (SDO). It is submitted that the said statement is false and concocted and have been made with malafide intention and ulterior motives.

It is specifically denied that Shri Suresh Kumar worked under Shri Dashrth Garg, AO (TR) from July, 2001

to July, 2002. It is submitted that no documents alleged to have been annexed as WW 1/1 are available on the record of the answering management.

It is submitted that no reliance can be placed on the said documents annexed as WW1/2 collectively. As admittedly the said documents are with respect to Stock Register relating to local purchase and it seems that Shri Suresh Kumar has put his signature in the blank column and is now trying to use the same for his own benefit and Shri Suresh Kumar is put to strict proof thereof.

It is specifically denied that the answering management adopted any unfair labour practice by changing time and again the place of work and Department of Shri Suresh Kumar with the object of depriving him of his status and privilege of permanent employees. The statements made are false and fabricated.

It is specifically denied that Shri Suresh Kumar work for more than 11 years and there was no complaint against him from any corner. It is submitted that Shri Suresh Kumar was never employed by the answering management and he was employed through a registered contractor and the workman during his employment under the contractor seems to have fabricated the documents and is now trying to take advantage of the same. It is submitted that Shri Suresh Kumar never even completed 240 days of employment as has been informed to the answering management by the contractor, as such also the claim is misconceived and without any basis.

It is submitted that since Shri Suresh Kumar was never employed by the answering management, there was no question of terminating his services as alleged or otherwise.

It is specifically denied that Shri Suresh Kumar is covered under the definition of the workman as defined under Section 2(s) of Industrial Disputes Act, 1947. It is specifically denied that there existed any employee and employer relationship between Shri Suresh Kumar and the answering management. It is also denied that Shri Suresh Kumar worked under the direct control and supervision of the management and the work done was assigned to me by the answering management.

It is specifically denied that Shri Suresh Kumar ever completed 240 days in any calendar year without any break or otherwise.

It is submitted that Shri Suresh Kumar was never employed with the answering management; there was no question of terminating his services or issuing chagesheet or show cause notice as alleged or otherwise.

It is submitted that Shri Suresh Kumar was never employment with the answering management as such there is no question of terminating the services of Shri Suresh Kumar.

It is specifically denied that Shri Suresh Kumar was working against the regular and permanent post and work



was of perennial nature. It is also denied that the job on which Shri Suresh Kumar was working still exists and that fresh appointment has been made against the said post.

It is specifically denied that Shri Suresh Kumar used to receive his salary from the concerned officer under whom he used to work and Shri Suresh Kumar is put to strict proof thereof.

It is specifically denied that Shri Suresh Kumar used to mark his attendance in a register on regular basis.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he joined BSNL as casual labour in January, 1991. He worked as a Peon under the supervision and control of Sh. Shyam Lal, JTO till June, 1996. Thereafter the workman was made to work under SDO (Phone) from July, 1996 to August, 1998. During the period of 1998 to 1999 the workman worked with SDO (Planning) under the supervision and control of Sh. Kapoor Singh Dull and he worked from August 1999 to July, 2001 under the control and supervision of Sh. Kartar Singh Lather (SDO). The workman used to send correspondence on behalf of the Officers. He used to sign the stock register along with permanent employees of the BSNL, Jind for receiving materials like Pen, Papers, Eraser etc. The management has terminated the services of the workman illegally on 17.07.2002 without any rhyme and reasons.

It was submitted from the side of the management that the workman was never appointed by the management. He may have been employed through contractor in terms of written agreement entered into between the management and the contractor. The contractor may have stopped him after the expiry of the contract. He has not completed 240 days work even when he was employed through the contractor.

The workman has filed Paper No. 19 WW 1/1. This photocopy document is not on the letter head of the management and there is no stamp of the management. However, on these papers the workman has put his signature on 25 days. Even if these papers are admitted in evidence he has worked for 25 days in the year 2001.

The workman has filed photocopies of Billing Cycle Detail Hd. Post Office, Jind from 49 to 103 of 2002. He is said to have received these letters from the Post Office, Jind. These receipts are for a particular day. These bills indicate that this workman put his signature as proof of receiving cheque on 54 days.

He has filed photocopies of attendance register, Paper No. 104 & 105. These photocopy shows that the workman has worked for 2 months in May, 2002 and October, 2001.

The workman has filed photocopies from 106 to 108. The name of the workman does not appear anywhere on these photocopies. In case the photocopies filed by the workman are taken into consideration it is not established that he has worked for even 100 days in 2001 and 2002. The workman has not filed any document regarding his services rendered by him from 1991 to 2002.

These are the entire documents which the workman has filed. The management has examined all the SDOs under whom the workman is said to have worked. They have denied the working of this workman with them. The workman has not filed any other documentary evidence in support of his case.

The workman has filed no doubt affidavit regarding his working for the period as alleged but by averments of the affidavit claim statement cannot be said to be proved. Both the parties have filed affidavit in support of their case. The management has denied that the workman ever worked with the department. In the instant case it was the duty of the workman to prove by cogent documentary evidence that he has worked for the period as alleged. All the documents filed by the workman are photocopies. Even if the photocopies are considered he has not worked for 240 days even in 2001 or 2002. There is no document regarding his work.

In ID cases strict and sophisticated Rules of Evidence Act are not applicable. The workman can file only photocopies, the originals are always in the possession of the management. The management invariably denies the originals being in their possession. In such circumstances photocopies are sometimes relied upon if they have nexus with the original documents, if the photocopies are on the letter head of the management and they bear seal and signature of the management. An adverse inference regarding their having the force of the originals can be drawn.

I have given my careful consideration to all the photocopy documents filed by the workman. I have perused and considered every photocopy documents. From perusal of the photocopy documents it becomes quite obvious that the workman has worked for 25 days in one year, in one year for 54 days and for 100 days in the year 2001 and 2002. In the circumstances the case of the workman appears to be true that the workman was engaged in exigencies and increase of work. The workman has not completed 240 days either in any calendar year or even in 12 calendar months from the date of discharge. He is not entitled to get any relief.

The reference is replied thus: -

The termination of service of Shri Suresh Kumar S/o Shri Ram Kishan, Peon w.e.f. 12/7/2002 by the management

BSNL, Jind is just and legal. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 26.11.2007. R. N. RAI, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2007

का.आ. 3583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट (संदर्भ संख्या 6/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2007 को प्राप्त हुआ था।

[सं. एल-12012/141/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th November, 2007

S.O. 3583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2006) Central Government Industrial Tribunal-cum-Labour Court, Chennai, as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workman, received by the Central Government on 27-11-2007.

[No. L-12012/141/2005-IR (B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, CHENNAI

Wednesday, the 22th August, 2007

Present: K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE No. 6/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their Workmen)

#### BETWEEN

State Bank of India Ambedkar Trade Union, (Regn. No. 2329/MDS) Petitioner Union.  
Rep by its General Secretary  
No. 635, Rani Ammaiya Street  
Periyar Nagar, Chennai-600039

I Party/

Vs.

Deputy General Manager  
State Bank of India Region-II,  
Zonal Office Mc. Donalds Road  
Tiruchirapalli-620001

II Party/  
Respondent

#### Appearance:

For the Petitioner :

M/s Balan Haridas  
R. Kamatchi Sundaresan

For the Management :

M/s K.S. Sundar  
M. Asha Devi

#### AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/141/2005-IR(B-I) dated 30.01.2006., referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the imposition of punishment of censure on Sri S. Krishnamurthy, Messenger, State Bank of India is legal and justified? If not, what relief is the workman entitled for?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 6/2006 and issued notices to both sides. Both parties are entered appearance through their Advocates and filed their claim statement and counter statement respectively.

3. The allegation in the claim statement are briefly as follows:

The petitioner union espouses the case of one Shri S. Krishnamurthy, working, as Messenger in the Respondent Bank at Thirumayam. The Respondent Bank imposed the punishment of censure on the concerned employee which was also confirmed in the appeal by the Appellate Authority. The workman concerned has joined the services of the Respondent Bank as a Messenger at the Tiruthuraipundi branch on 18.04.2003. Later he was transferred to Tiruvarur. While he was working at Tiruthuraipundi branch, he had borrowed certain amount from one Mr. Natrajan. After that, he had paid the substantial portion of the loan availed from Sri Natrajan. While availing the loan, Sri Natrajan had taken undated signed cheques without being filled with amount. After receiving the substantial portion of the amount, the said Natrajan filled up the cheque for Rs. 35,000/- and presented the same for realization on 6-01-1992 without the permission of the concerned employee. The cheque was returned unpaid, since by then, the Savings Bank Account of the Workman concerned with Tiruthuraipundi was already closed. The said Natrajan had done this with some ulterior motive to extract more money from the workman concerned. The said Natrajan had also filed a Police Complaint against the workman alleging that the workman cheated him for having issued the cheque without an account. The Police charged the concerned employee under Section 420 of the Indian Penal Code and a case was admitted under CC 2078 of 1993 in the Court of Judicial Magistrate, Tiruthuraipundi. The Magistrate convicted the workman concerned under Section 420 IPC and sentenced him to undergo rigorous imprisonment for 6 months and also to pay a fine of Rs. 500/-. The appeal filed against the judgement was also dismissed by the Additional Sessions Judge, Nagapattinam. Thereby, the concerned workman filed a

Criminal Revision Petition before the High Court. The Revision Petition was allowed and the concerned workman was acquitted of the charges framed against him. While so, since the workman concerned was convicted by the Criminal Court, the Management dismissed the concerned employee based on the conviction. But even after the acquittal, the Respondent Bank did not reinstate the concerned employee, therefore, the concerned employee filed Writ Petition before the High Court in W.P. No. 22539 of 2001. Subsequent to the order passed by the High Court in the WP, the concerned employee was reinstated in service by an order dated 09-01-2002. In that order, it is stated that the concerned employee will not be paid any back-wages or any attendant benefits from the date of discharge till the date of reinstatement. The workman joined duty without prejudice to his rights to claim back-wages for the said period. Then again, he filed a Writ Petition in WP No. 24669 of 2002 before the Hon'ble High Court challenging the order of the Respondent dated 09-01-2002 in so far as the denying the back-wages and consequential benefits. The same is still pending before the High Court. While so, the Respondent Management has issued a charge memo dated 02-12-2003 on the allegation that the employee concerned had not returned the unused cheque leaves in respect of a closed Savings Bank account at Tiruthuraipundi Branch.

(ii) When a customer, Sri R. Natrajan wanted to deposit Rs. 35,000 on 05-12-1991, the concerned Workman had stopped him and convinced him to lend the money to him and (iii) that by this, the concerned employee resorted to outside borrowing and issued a cheque dated 06-01-1992 to the said Natrajan without any operative account, that the cheque when presented for collection got returned and (iv) that the concerned workman unauthorisedly remained absent from 18-09-1996. For this, the concerned employee has given an explanation but without considering the explanation submitted by him and after nearly one decade of the alleged incident the Respondent Bank has imposed the punishment of censure for the same. This was, taken only on the ground that the Workman concerned has filed a Writ Petition against the order passed by the Respondent Bank passed on 09-01-2002 in so far as the back-wages and other consequential benefits concerned. The punishment imposed on the concerned employee is *mala fide* intention and for collateral purposes. Since the charge memo was issued after a long lapse of years had caused considerable prejudice to Workman concerned and it is in violation of principles of natural justice. During the personal hearing of the enquiry, a questionnaire was typed and the employee concerned was made to sign in the same. Since he being only a messenger, the employee concerned could not act contrary to the wish of the Disciplinary Authority and therefore the apology was recorded in the proceeding is not out of his free will. Therefore, the punishment of censure imposed on him is illegal and without any basis and it was also made in almost arbitrary manner. Even the appeal preferred by the workman concerned was rejected. Hence

the Petitioner Union prays an award may be passed holding the punishment awarded to the employee concerned by the Respondent Management is illegal and arbitrary and unjust and to set aside the same.

4. As against this, the respondent in his counter statement alleged, as it is proved that it is an individual dispute and not relating to the termination of the Petitioner hence is liable to be rejected and it also suffers from laches and on this score also it is liable to be dismissed. The concerned employee in this case on 05-12-1991 intercepted one Sri R. Natrajan of Korakkai, one of the customer of the Respondent Bank and prevented him from depositing Rs. 35,000/- and borrowed the said Rs. 35,000/- and issued a cheque for Rs. 35,000 on 06-01-1992 by using the unused cheque leaves of the Savings Bank account maintained by him in Tiruthuraipundi Branch and closed thereafter. Since it was issued after closing the account, the cheque was returned for the reason that the account was closed. The said Natrajan filed a Police Case before the Judicial Magistrate's Court, Tiruthuraipundi. The Judicial Magistrate by his order dated 24-06-1996 convicted the concerned employee and the complainant Sri R. Natrajan has also written a complaint to the Respondent Bank alongwith a copy of the judgment. In view of the bar contained under Section 10(1)(b)(1) and Banking Regulation Act, the concerned employee was discharged from Bank service w.e.f. 24-06-1996 by the order dated 18-10-1996. The Hon'ble High Court by its order dated 15-07-1997 permitted the concerned employee to compound the offences and also acquitted the concerned employee. The acquittal order is not on merits and the acquittal is not a honourable one. In view of the order passed in the Writ Petition filed by the concerned employee, the Respondent Bank reinstated, the concerned employee, by its order dated 09-01-2002 without prejudice to its rights to initiate suitable disciplinary action against him. Therefore, the allegation that the disciplinary action was initiated after the delay of 13 years is without any substance. Therefore, the Respondent Bank asked the concerned employee to show cause, why disciplinary action should not be initiated for (i) the non-return of unused cheque leaves in respect of the Savings Bank account maintained by him in Tiruthuraipundi when it was closed, (ii) on 05-12-1991, he intercepted one Sri R. Natrajan of Korkkai and prevented him from depositing - Rs. 35,000 and borrowed the said sum. (iii) resorted to outside borrowing, (iv) issued a cheque dated 06-01-1992 for Rs. 35,000 by using the unused cheque leaves of his Savings Bank account maintained in Tiruthuraipundi branch and closed thereafter. (v) the cheque returned for reason of account closed (vi) remaining absent from duty unauthorisedly w.e.f. 18-09-1996. A charge sheet, was issued to him under Para 3(iii) of the bi-partite settlement read with clause 12(e)(s)(g) of under Para 3(iii) of the bi-partite settlement read with clause 12(s)(g) of the settlement dated 10-04-2002 and also indicated that the penalty of censure will be imposed if the charges were



proved. After giving a personal hearing, the punishment of censure was imposed on the concerned employee and even appeal preferred by the concerned employee, it was negatived by the Appellate Authority. The concerned employee has admitted the charges framed against him. The concerned employee has not offered any explanation that he has not committed the charges. The disciplinary proceedings was held as per bi-partite settlement and it is as per law. Therefore, the concerned employee is not entitled to any relief in this case.

**Points for determination are :**

- (i) Whether the imposition of the punishment of censure on Sri S. Krishnamurthy, the concerned employee by the Respondent Bank is legal and justified?
- (ii) To what relief the concerned Workman is entitled to?

**Point No. 1**

6. In this case, the petitioner union espouses the cause of one Sri S. Krishnamurthy who is working as Messenger in the Respondent Bank who was censured by the disciplinary authority of the Respondent Bank. On behalf of the petitioner, Ex. W1 which is a copy of the affidavit and petition in Writ Petition No. 24466 of 2002 was filed and no oral evidence was examined on their side and on the side of the Respondent, Ex. M1 to M16 was marked and no oral evidence was adduced. It is argued on behalf of the petitioner that no doubt the concerned employee viz. S. Krishnamurthy was charged under Section 420 IPC in the Court of Judicial Magistrate, Tiruthurai-pundi under CC No. 2078 of 1993 and no doubt he has been convicted by the Judicial Magistrate which was also confirmed by Appellate Court in CA No. 41 of 96. The Hon'ble High Court in Criminal Revision Petition 758 of 1996 has acquitted the concerned employee and therefore the conviction stands nullified. Even after the acquittal, the Respondent Bank has not reinstated the concerned employee in service and therefore he has to file another Writ Petition No. 22539 of 2001 before the High Court and on considering the order passed by the High Court, the Respondent/Management has reinstated the concerned employee in service vide its order dated 09-01-2001 but in that order it is also mentioned that he will not be paid any back-wages or any other attendant benefits for the period from the date of discharge till the date of reinstatement. After that the concerned employee aggrieved by this order has filed another Writ Petition No. 24669 of 2002 before the Hon'ble High Court challenging this order in so far as Para-6 of the order mentioned above. The said Writ Petition is still pending before the Hon'ble High Court. While this is so, the Respondent without any reason or basis issued a charge memo dated 02-12-2003 against some alleged misconduct which they alleged and has taken recourse under Para-3(iii) of the bi-partite settlement read with clause 12(e)(s)(g) of the settlement dated 10-04-2002 and also

indicated the punishment of censure will be imposed if the charges are proved. Even though the petitioner has given a detailed explanation refuting the charges and not accepting the same, the Respondent Bank imposed a punishment of censure against the concerned employee. Therefore, the only dispute before this forum is whether the imposition of punishment is legal and justified.

7. The learned counsel of the petitioner contended that the punishment imposed by the Respondent/Management is with *mala fide* intention and for collateral purposes. Charge memo has caused suitable prejudice to the workmen concerned and the very charge memo is in violation of the principles of natural justice. He further contended it is only to harass the workman concerned and make him succumb to the pressure tactics the said charge memo was issued and imposed the punishment of censure. It is his further contention that, during the alleged personal hearing held on 07-06-2004 no doubt a questionnaire was typed and the workmen concerned was made to sign it as if workman was seeking apology of his conduct. Since the employee concerned is working as a messenger, he cannot act contrary to the wish of the disciplinary authority and therefore the alleged apology is not out of his free will. Only on the basis of the alleged apology, the disciplinary authority imposed the punishment. Therefore, the punishment of censure imposed upon the concerned employee is illegal and as without any basis and it was also imposed in a most arbitrary manner. In this case, the order of the disciplinary authority viz. Ex. M14 dated 22-06-2004 is not a speaking order. He has not mentioned even one reason as to how the charge leveled against the concerned employee was proved. Though the employee concerned has preferred an appeal against the order, the Appellate authority by its cryptic order without considering the various grounds raised by the workman concerned in a most arbitrary manner has confirmed the above order of the disciplinary authority. Hence, it is liable to be set aside. But as against this, the Learned Counsel of the Respondent contended since the Criminal Court has imposed a conviction under Section 420 IPC and in view of the bar contained in Section 10(i)(b)(i) of the Banking Regulation Act and since the employee of the bank viz. the workman concerned commits an offence involving moral turpitude, the concerned workman was discharged from the bank service w.e.f. 24-06-1996. No doubt, it is alleged the High Court vide its order dated 15-07-1999 acquitted the concerned workman but it is not a honourable acquittal given to the petitioner. The High Court has permitted the concerned employee to compound the offence and acquitted. Therefore, the acquittal order is not on merits and the acquittal is not a honourable one. In view of the order passed by the Hon'ble High Court in the Writ Petition, the Respondent considering the case of the concerned employee on merits and passed an order on 09-01-2002 and reinstated the concerned employee without prejudice to its right to initiate suitable disciplinary action

against the concerned employee. Therefore, it is not correct to allege that the disciplinary action was initiated after a delay of 13 years and only after that the disciplinary authority vide its order 02.12.2003 asked, the concerned employee to show cause as to why disciplinary action should not be taken against him. No doubt, the concerned employee sent reply dated 31.12.2003. Since the bank has not satisfied, framed the charge sheet as per Para (iii) of bi-partite settlement read with clause 12(e)(s)(g) of settlement dated 10.04.2002 and indicated the penalty of "censure" in case if the charges are proved. Though the concerned employee sent a detailed explanation on 28.04.2004 refuting the charges, it is not an acceptable one. Since the charges were borne out of records, the concerned employee was given personal hearing on 07.06.2004 and he has also filed the admission and only after that the punishment of censure was imposed on the concerned employee and the appeal preferred by him was also rejected. Though the concerned employee preferred Writ Petition challenging the non-payment of back-wages, he has not questioned the order passed by the Respondent Bank reserving his rights to initiate disciplinary proceedings against him. The attack made by the concerned employee against the order of imposition of punishment is, that there is a delay of 13 years in initiating disciplinary action, but it is made without any substance because the concerned employee was reinstated vide order dated 09-01-2002. Only in that order, it is mentioned that the concerned employee will be subject to disciplinary action. Under such circumstances, it cannot be said that disciplinary proceedings are malafide and not maintainable. If really the Respondent Bank acted in a malafide intention, the concerned workman would not have been reinstated. The allegation that the concerned employee has been acquitted and hence no disciplinary proceedings can commence is not a correct argument. Further, he has filed a Writ Petition 24669/2002 and the same is also pending before the Hon'ble High Court. It is false to allege that the concerned employee has made an apology in the questionnaire. On the other hand, he has admitted the charges framed against him and he has also admitted that he has committed all those charges. The concerned employee has not offered any explanation that he has not committed the charges framed against him. The disciplinary proceedings were taken as per the bi-partite settlement and it is as per law and it cannot be said that it is illegal. The Learned Counsel of the Respondent further contended that the claim of the petitioner union is without substance and liable to be dismissed. Then again the learned counsel of the petitioner relied on the ruling reported in 2006, SUPREME COURT CASES (L&S) 1121, G.M. TANK VS. STATE OF GUJARAT AND OTHERS wherein the Supreme Court has held "in this case the departmental proceedings and criminal case are based on identical and similar set of facts and the charge in a departmental case against an appellant and charge before the Criminal Court are one and the same and this is

a. case of no evidence. Under this circumstances, it would be unjust and unfair and rather oppressive to allow the findings recorded in the departmental proceedings to stand. Though the findings recorded in the domestic enquiry was found valid by the courts below, 'when there was an honourable acquittal of the employee during the pendency of proceedings challenging the dismissal, the same requires to be taken note of and the decision in Paul Anthony case, 1999, 3, SCC, 679 will apply" and hence set aside the order of dismissal. The next case relied on by the Learned Counsel of the Petitioner is reported in 2005, 4, CTC, Page 403, p.v. Mahadevan Vs. M.D. Tamil Nadu Housing Board. In that case, the Supreme Court has held the inordinate delay and initiating disciplinary proceedings was held to be prejudicial to the public interest and the interest of the employee. The mental agony and suffering of employee due to protracted disciplinary proceedings was more than punishment hence the Supreme Court quashed the charge memo and the employee to draw retrial benefits. The 3rd judgement relied upon by the Learned Counsel of the Petitioner was 2006, 2 CTC, PAGE 635 OF THE MADURAI BENCH OF MADRAS HIGH COURT IN ELANGOVAN VS. TRICHY DISTRICT CENTRAL CO-OP BANK LTD. in which the Hon'ble High Court has held "the inordinate delay in initiating the disciplinary proceedings is not valid and the Petitioner should not be made to suffer due to mistake committed by the department and the High Court further held that the Petitioner is entitled to the benefits from the date of proceedings which are impugned in the Writ Petition". In a 4th judgement relied upon by the Learned Counsel of the Petitioner is reported in 2006, WRIT L.R. 349, V. KANAGASABAPATHY VS. THE DEPUTY INSPECTOR GENERAL OF POLICE AND ANOTHER wherein the High Court of Madras has held "both the charges viz. the criminal court and the departmental enquiry arise out of the same incident and same set of facts and in view of the fact that the criminal court has acquitted the Petitioner on merits, it is not desirable on the part of the Respondents to proceed with the disciplinary proceedings and further held that the charge memo is liable to be set aside and allow the Writ Petition". Relying on all these decisions, the Learned Counsel for the Petitioner contended that in this case, charge memo was issued after a long lapse of time of the incident and action was initiated by the Respondent/Management only on the allegation that the concerned employee has issued cheque to one Sri Natrajan for the debt due to him and he has also issued the said cheque from unused cheque leaves in respect of an account which was closed by him even before the issuance of cheque and so on. But even in the criminal case filed against the concerned employee, the same set of facts was alleged and it was acquitted by the Hon'ble High Court and therefore the charge framed against by the Respondent/Management is not valid and the punishment imposed is illegal. But even though the learned counsel for the petitioner argued that the same set of facts were alleged in

the criminal proceedings and also before the domestic enquiry and though it is alleged that the Hon'ble High court has acquitted the concerned employee from the charge under Section 420 IPC, I find the acquittal is not an honourable one. By meaning "honourable one", it only means that it is not an acquittal which free from any doubt and when the Hon'ble High Court has permitted the concerned employee to compound the offence that means he has settled the issue with the complainant. Therefore, I find though it is alleged on behalf of the petitioner union that the concerned employee was acquitted on merits, it is not a honourable acquittal and therefore the decision relied on by the learned counsel of the petitioner is distinguishable. Even though, in this case it is alleged that there is a delay of 13 years after the incident, the charge memo was issued to the concerned employee, the charge memo was issued only after the reinstatement of the concerned employee and even in the order of reinstatement, the Respondent/Management has reserved their rights to initiate disciplinary action against the concerned employee, the concerned employee has not questioned this reservation made by the Respondent/Management. As such, I find the initiation of disciplinary proceedings against the concerned employee cannot be said to be illegal. Though the concerned employee alleged that he has made the admission of the charges in the questionnaire only on the insistence of the disciplinary authority and he has made this admission not out of his free will. He has not disputed this admission even before the Appellate authority. In such circumstances, this dispute made by the concerned employee only as an after thought and it is clear that he has admitted all the charges made against him and only after the punishment was imposed by the Respondent/Management, he has made this allegation only in the Claim Statement. Therefore, I am not inclined to accept this contention, therefore on considering the entire facts and circumstances, I find the imposition of punishment of censure against the concerned employee by the Respondent/Management is legal and justified.

#### Point No.2

7. The next point to be decided in this case as to what relief the concerned Workman is entitled to? In view of my foregoing findings, the action taken by the Respondent/Management is legal and justified. I find the concerned employee is not entitled to any relief in this case.

8 Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd August, 2007)

K. JAYARAMAN, Presiding Officer

#### Witnesses Examined :

For the I Party/Petitioner	:	None
For the II Party/Management	:	None

#### Documents Marked :

Ex. No.	Date	Description
W1	30-6-2002	Affidavit and Petition in W.P. No. 244660 of 2002.

#### For the II Party/Management :

EX.No.	Date	Description
EX.M1	24-06-1996	Conviction Order by Magistrate Thiruthuraipund
EX.M2	05-08-1996	Complaint letter (by Mr. R. Natarajan.
EX.M3	18-10-1996	Discharge Order
EX.M4	16-11-1996	Reply to Discharge Order
EX.M5	15-07-1999	Order of High Court, Madras in Crl. Case No. 758/96 permitting compounding and acquittal.
EX.M6	20-12-1999	Demand for re-instatement
EX.M7	21-11-2001	Order of High Court, Madras to Consider the representation.
EX.M8	09-01-2002	Re-instatement withouty backwages
EX.M9	02-12-2003	Show Cause Notice
EX.M10	31-12-2003	Reply to Show Cause Notice
EX.M11	06-04-2004	Change sheet and show cause notice
EX.M12	28-04-2004	Reply to charge sheet
EX.M13	20-05-2004	Advise about present hearing on 07-06-2004
EX.M14	22-06-2004	Censure order by disciplinary authority
EX.M15	31-06-2004	Appeal Grounds
EX.M16	22-09-2004	Order passed in Appeal rejecting the Appeal.

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुंगभद्रा बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैंगलूर के पंचाट (संदर्भ संख्या 54/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-42011/7/89-डी. II (बी)/आई. आर. (डीयू.)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/89) Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tungabhadra Board and their workmen, which was received by the Central Government on 29-11-2007.

[No. L-42011/7/89-D. II(B)/IR (DU)]  
SURENDRA SINGH, Desk Officer

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT**  
**INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,**  
**BANGALORE**

Dated : 12th November, 2007

**PRESENT**

**Shri A. R. Siddiqui, Presiding Officer**

**C. R. No. 54/1989**

**I PARTY**

Shri Mookanna & 21 Others  
 The General Secretary,  
 Tungabhadra Board Factory  
 Workers & Civil Employees Union,  
 T.B. Dam Bellary Dist.

**II PARTY**

1. The Secretary,  
 Tungabhadra Board,  
 TB Dam,  
 Bellary Dist.
2. The Executive Engineer,  
 Low Level Canal Division,  
 Cantonment, Bellary.

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42011/7/89-D.II (B) IR(DU) dated 2nd August, 1989 for adjudication on the following schedule:

**SCHEDULE**

"Whether the action of the Tungabhadra Board TB Dam, Bellary District in retrenching S/Shri Mookanna, G. Ravi, K. Venkappa Setty, K. Vonnappa, V.G. Yerrappa, D. Nagabhushanam, T. Mallikarjuna, Smt. Laxmi, Eranna, Suryababu, Fakirappa, M. Rajasekar, P. Gadilingappa, Mahanandhu, Madhanna, Chandrasekhar, Veerashan, Ismail, Nallanna, Ramalinga, G. Gangappa and Narasimhulu is justified? If not, to what relief are the workmen entitled to?"

2. The case of the first party workmen named above, as made out in the Claim Statement, is to the effect that they were employed by the management for maintenance of low level Canal and they have put in continuous service of more than 240 days; that 16 of the aforesaid workers of LLC No.4, Sub Division were abruptly stopped from work w.e.f. 27-07-1988 and six workers of Bapuram Section of LLC were stopped from work w.e.f. 01-07-1986; that when the management/Tungabhadra Board called for list of all the daily wage workers in service in its Irrigation Branch, the names of these 22 workers were omitted to be included by the concerned officers and as such many of their juniors were taken as regular daily wage workers and these 22 workers have been left out and thrown out of their jobs

abruptly, without following the mandatory provisions of Section 25F of the ID Act and their request as well as the request of the union representing them made on several occasions with the management has fallen on deaf ears thereby compelling the workers to raise the dispute before the ALC(C), Bellary on 18-11-1988; that during the course of conciliation proceedings, these workers and their union was able to furnish the details of number of the days worked by each of the worker and it was established that they had put in 240 days of continuous service. However, the management did not attend the conciliation proceedings on the ground that it is not an "Industry" attracting the provisions of ID Act and therefore, no purpose will be served, if participated in the proceedings. Therefore, failure report was sent to the Ministry of Labour, Govt. of India on 31-01-1989 resulting into the present reference. Therefore, the first party workmen requested this Tribunal to set aside the termination/retrenchment orders made by the management w.e.f. 27-07-1988 for the above said 16 workers and w.e.f. 01-07-1986 for rest of the six workers and they may be reinstated in service along with other reliefs.

3. The management by its Counter statement, first of all, resisted the claim of the first party workmen on the ground of jurisdiction inter alia contending that the Tungabhadra Board is not an "Industry" in as much as it is not an independent autonomous body having separate legal existence. It contended that the budget of this board is incorporated in the budget of Andhra Pradesh Govt. and the expenditure incurred by it is apportioned by the Govt. of Andhra Pradesh as well as the Govt. of Karnataka and that the board not being a corporate body has no funds of its own and therefore, the activities of the board did not come under the purview of an Industry as defined under Section 2(j) of the ID Act and in the result, the dispute raised by the first party workers does not attract the provisions of the ID Act and is not an Industrial dispute. Without prejudice to the above said contention, the management further contended that the casual labourer is engaged in the Irrigation department on works during the specific periods which are not of continuous in nature. The maintenance of Canal for which labourers are engaged requires local labour at intervals depending upon the repair works undertaken from time to time and therefore, the engagement of the labourers depends on the exigencies of work and the board has already got surplus labour. While referring to the decision of their Lordship of Supreme Court reported in AIR 1990 SC Page 883, the management contended that in pursuance to the aforesaid decision a lot of casual and daily rated workmen who had been retrenched in violation of interim order dated 25-07-1983, have been directed to be reinstated in service and whereas, there has been no direction to the management board for reinstatement of retrenched casual and daily rated workers. The management contended that while disposing of the Writ

Petition NO.17185/87 filed by one Shri S. Mahaboob against the management board for reinstatement and regularisation the High Court of Karnataka passed an order dated 09-10-1990 to consider his case in the light of the aforesaid Supreme Court's decision and therefore, it is clear that the matter pertaining to the casual labourers should be disposed of by applying the above said decision of the Supreme Court. The management lastly, contented that the case on hand is a case of engagement of casual labourers on daily wage basis and not an Industrial Dispute and therefore, on this count also the reference must fail.

4. It is seen from the records that during the first round of litigation before this tribunal after the parties entered into the pleadings, the first party workman, Shri K. Venkappa Setty was examined as WW1 and in his cross examination about 34 documents at Ex.M1 to M34 were marked on behalf of the management (NMR records). My learned Predecessor however, recording a finding that the first party workmen have not worked continuously for a period of 240 days and that they happened to be only casual workers, rejected the reference by award dated 29-06-2001. Aggrieved by the aforesaid award, the first party workmen took up the matter before the Hon'ble High Court in WP No.37972-988/2001. His Lordship of Hon'ble High Court while disposing of the above said writ petitions set aside the award passed by this tribunal with a direction to this tribunal to re-hear the matter in the light of the decision of the Supreme Court in Range Forest Officer Vs. State of Karnataka, AIR 2002 SC 1147 and remanded the matter back to this tribunal for fresh disposal.

5. During the second round of litigation, it appears that the first party workmen just filed their affidavits in stereo type format and remained absent before this tribunal to adduce any further evidence to suggest that they worked for a period of more than 240 days. In the result, my learned Predecessor by his award dated 28-11-2002, once again rejected the reference. Once again the first party workmen approached the Hon'ble High Court in WP No. 5025/05 challenging the aforesaid award passed by this tribunal and his Lordship of our Hon'ble High Court by order dated 06-06-2007 having quashed the above said award remanded the matter back to this tribunal imposing a cost of Rs.1000 on the first party workmen with a direction to this tribunal to dispose off the matter by giving opportunity to both the parties to adduce evidence.

6. Now, therefore, during the course of this 3rd round of litigation, when the matter was taken up for hearing both the parties made appearance through their counsels. Rest of the 13 workmen examined at WW2 to WW14 and in their evidence documents at Ex.W1 to W29 were marked. Thereupon, the management examined one witness on its behalf as MW1 by filing his affidavit evidence and in his examination chief got marked the documents at Ex.M35 to M44(Ex.M1 to M34 were already marked in the deposition of WW1).

7. The statement of WW1 in his examination chief in nut shell is just the repetition of the averments in the claim statement. The only addition is to the effect that he started working with the management from the month of December 1984 and worked for the said month and worked for 30 days getting wages of Rs. 405 at the rate of Rs. 13.50 per day and his signature was obtained on revenue stamp on 01-01-1985 and the relevant entry at Ex.M1. He then stated that he and others had been working with the management continuously and they have been signing the documents like EX.M1 while receiving the wages and they have done so up to July 1988. He stated that it is after July 1988 he was terminated along with 21 other employees without any notice of termination and without payment of terminal benefits. The statements of WW2 to WW14 made in their affidavit evidence is again a stereo type except on the point of actual working days they worked with the management board. All of them have relied upon the statement of WW1 already recorded by this tribunal as referred to supra.

8. The affidavit evidence of the management witness is once again the repetition of the aforesaid contentions taken by the management in its counter statement, mainly, stating that the management board is not an "Industry" and that the first party workmen have not worked with the management continuously for a period of more than 240 days in a calendar year. He denied the various allegations and the statement of WW1 on the aforesaid point. He stated further that there is no appointment and dismissal order in favour of the first party and they are not even on rolls as they simply worked on repairs and maintenance of canal work for a limited period of works on temporary basis till repair works were completed under the special circumstances and therefore, the management did not require to follow any mandatory rules and therefore, their appointments were not in accordance with mandatory rules and regulations against vacant posts to be considered in this case. Coming to the documents filed by the first party, he stated that they are all cooked up without seal and signature so they cannot be looked into. Coming to the copy of the letter dated 12-12-1987 filed by the first party(Ought to have been 22-12-1987), he stated that this may be a letter addressed to the Chief Engineer but this letter did not disclose that the workmen have completed 240 days of service as the remarks column meant for that has been left blank. Coming to the case of the said Mr. Mahaboob, he stated that it is not applicable to the facts of the present case. Then he referred to the Muster Roll already filed before this tribunal (at Ex.M1 to M34) and in the last para of his affidavit he gave details of about 10 documents which were marked in his examination chief at EX.M35 to M44 referred to supra.

9. I would like to come to the statements of first party workmen as well as the management witness in their cross examination and the documentary evidence produced by them as and when it is found relevant and necessary.



10. Learned, counsel for the first party workmen as well as learned counsel for the management have filed their written arguments. The gist of the arguments advanced for the first party is that as per the documents produced by them and the very documents produced by the management at Ex.M1 to M34, the first party workmen have been able to establish the fact that they have worked with the management between the years 1985 to 1988 continuously for a period of 240 days. It is specifically mentioned in the arguments that the original of the confidential report/ letter bearing No.116/MC/W-86 dated 22-12-1987 addressed by Shri CLN Sastry, Superintending Engineer, Irrigation branch, TB Board to the Chief Engineer, Irrigation branch along with the statement showing the list of NMR workers in the LLC Division, Bellary whose names were not included in the seniority list as on 01-09-1987 and the original of the letter bearing No. 1062 SR/EC2/dated 30-07-1988 of Shri Satyanarayana Murthy, Executive Engineer, Low Canal Division, Bellary addressed to the Superintending Engineer, TB Board and other important documents, production of which have been sought for from the management have been held back by the management despite the orders of this tribunal and therefore, this court can draw an adverse inference against the management for non production of those documents. He then referred to certain decisions to support his arguments that the management board is an "Industry" as held by their Lordship of Supreme Court and our Hon'ble High Court in the aforesaid decisions.

11. Whereas, the learned counsel for the management in his arguments simply repeated the statement of management witness made in his affidavit and cross examination and with regard to the production of the documents he stated that the original muster rolls have already been filed with the court and whereas, the other documents namely, the original cash bill vouchers pertaining to the first party and original service particulars of the workers of Holagunda and Bapuram and original attendance registers are not produced as those records except the original cash bills are not maintained for daily wagers and that cash vouchers have been sent to A.G. Andhra Pradesh, Hyderabad.

12. Now, therefore, in the light of the pleadings of the parties, the evidence and the arguments advanced on their behalf, the points now fall for consideration are:

(i) "Whether the management board does not come within the meaning of an Industry as defined under Section 2(j) of the ID Act as contended by it".

(ii) "Whether the first party workmen prove that they worked under the second party management for more than 240 days continuously preceding the date of their respective alleged termination" and

(iii) "If so, whether the action of the management terminating the services of the first party workmen comes under Section-2(oo) of the ID Act read with Section 25 F therein."

13. Now coming to the first question. The management to support its contention filed the documents at Ex.M36 to M41 which are the correspondence between the Govt. of India and Andhra Pradesh Govt., the budget estimates of Andhra Pradesh Govt., Govt of Andhra Pradesh Abstract, G.O.Ms. No. 323 and the Govt. of India Gazette dated 14-03-1955. The management witness in his affidavit except to refer to those documents and to say that the management board does not come under the definition of an Industry has not produced any specific document suggesting that the board is not an "Industry". Without going to discuss at length what actually these documents are, I would like to straight way go to the three decisions cited on behalf of the first party to negative the contention of the management that it is "not an Industry". These are the decisions reported in LLJ (Kar) 1999 page 1014- Tungabhadra Board Vs. Easu and another, AIR 1988 SC 1182- Des Raj etc. Vs. State of Punjab and Others & AIR 1978 SC 548- Bangalore Water Supply Vs. Rajappa. Their Lordship of our Hon'ble High Court in which the management board itself was the party and had raised the contention that it is not an "Industry". While taking into consideration the principle laid down by their Lordship of Supreme Court in Water Supply case and in Desh Raj and others case in no uncertain terms held that the plea of the management that it was performing sovereign functions and not an Industry and the Irrigation Department of the Government also was not an Industry were found to be devoid of merit. It was further held that the activity of the appellant (management board) was held to be not a sovereign function but a commercial venture. Their Lordship of Supreme Court in the aforesaid Des Raj case at Para 13 of the decision held that Irrigation department of the Govt. and its functions when subjected to dominant nature test clearly come within the ambit of "Industry". The next case of course is a very famous case on the point to decide as to whether the activities of the particular establishment or the management would come under the definition of the Industry or not. Their Lordship of Supreme Court in the aforesaid case while coming to the conclusion that Industry" as defined under Section 2(j) has a wide import laid down the following principles:

"Where there is (i) systematic activity, (ii) organized by cooperation between the employer and employee (the direct and substantial element is chimerical), (iii) for the production and/or distribution of good and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss e.g. Making, on a large scale, Prasad or food *prima facie*, there is an "industry" in that enterprise.

Absence of profit motive or gainful objective is irrelevant be the venture in the public, joint, private or other sector. The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer employee relations."

11. Therefore, the management board in this case since distributes water through canals and it is a systematic activity and that the water comes under the definition of goods, it cannot be said that the board is performing sovereign functions and that its activities do not come under the definition of the commercial activities so as to bring it within the meaning of Industry under Section 2(j) of the ID Act. In fact, as noted above, his Lordship of High Court of Karnataka in no uncertain terms having followed the aforesaid two decisions of their Lordship of Supreme Court, have laid down the principle of law to the effect that the management board comes within the meaning of Section 2(j) of the ID Act as an Industry. As noted above, the management board itself was a party to the said decision and had raised the above said contention. Therefore, on this point I must Record a finding to the effect that the management board is an "Industry" and in the result the dispute raised by the first party workmen comes under the provisions of ID Act and it is an Industrial Dispute.

12. Now, coming to the next important point as to whether the first party workmen have worked continuously for a period of 240 days and more with the management. First of all the very documents namely, the NMR register produced by the management and the various entries therein marked on behalf of the management during the cross examination of WW1 would make it abundantly clear that the first party workmen have been working with the management in between January 1985 and July 1988. Based on those entries in the aforesaid register the first party workmen in support of their oral testimony have also produced the Xerox copies of the statements for each of these 14 workmen to disclose that all these first party workmen had been working with the management for a period of 240 days and more during the 12 calendar months preceding the date of their alleged termination i.e. termination of some of the workmen w.e.f. 27-7-1988 and some of the workmen were w.e.f. 1-7-1986. The aforesaid statements produced by the first party of course, have been marked at Ex. W1 to W14 subject to objection on behalf of the management but it is very much interesting to note that though the management took up the contention in the counter statement as well as in the affidavit of MW1 that some labourers were being engaged for the maintenance and repairs of the canal work but nowhere the management denied that the first party workmen were being engaged as a casual labourer on daily wage basis. The management to disprove the case of the first party and the statements of working days given by them as per Ex. W1 to W14 have taken no pains to prepare their own such statements showing the actual working days of the first party workmen and the services rendered by them during the aforesaid period. In fact, as noted above, the very NMR register and the entries made therein marked at Ex. M1 to M34 by the management itself, in the cross examination of WW1 would support and corroborate the statement of facts showing

the working days of the first party workmen as disclosed at Ex. W1 to W14. The only contention taken by the management that these are the documents cooked up by the first party workmen. They never contended that these are the statements prepared by the first party workmen not based upon the above said NMR register or that the particulars of the working days given by them do not conform to the entries made in the aforesaid register at Ex. M2 to M34. Now, the next important piece of evidence pressed into service on behalf of the first party workmen are the Xerox copies of the letter at Ex. W16 along with the statement of NMR workers working in LLC division, Bellary whose names have not been included in the seniority list as on 1-9-1987 and Ex. W17 once again showing the names of the first party as NMR workers whose names were not found in the seniority list. Of course, as contended for the management, these are the two Xerox copies of the documents/letters marked subject to objection and cannot be looked into bearing no seal and signature of the office or officer concerned but having regard to the fact that the first party workmen did their best in calling upon the management to produce the originals of these documents and the management not producing them despite the orders of this court, they can be very well looked into unless the existence of the originals of these documents itself was specifically denied by the management. It is interesting to note that the management witness while referring to the above said letter dated 22-12-1987 in his affidavit at para 3(d) states as under:

"The copy of letter dated 12-12-1987 may be the alleged letter to the Chief Engineer. Without prejudice, the letter does not disclose that the workmen have completed 240 days. The remarks column in the alleged statement in respect of first party workmen left as blank. The provisional seniority list as on 30-11-2006 again also does not disclose for having completed 240 days in a calendar year.

14. Therefore, he never denies the existence of the original of the said letter nor he disputes of any such letter being written to the Chief Engineer by the Officer concerned. What he wanted to say is that even as per this letter the remarks column meant to show the working days has been left blank and there is no mention of the fact that the workmen have completed 240 days of service. This statement of MW1 in fact goes against the very contents of the said letter. This statement of MW1 is required to be read along with his statement in cross examination, when, confronted with the said letter he was to admit that it is the letter written by Shri CLN Sastry, Superintendent Engineer to the Executive Engineer along with the list of the workers during the period of their working against their respective names. When asked whether the original of this letter was under the signature of Mr. Sastry the witness was to say that he cannot say as during the year 1987 he was not working with the management. Therefore, in substance the

existence of the above said letter and the fact that it was written by one officer to the other officer of the management board remains undisputed. The statement of MW1 that the letter at Ex.W16 did not disclose the fact that the first party workmen worked for 240 days is factually incorrect. While, writing the said letter and noting down the fact that names of the present first party workmen were not furnished as NMR workers so as to include their names in the combined seniority list dated 12-11-1987, it was noted that this was the serious default and omission on the part of the Assistant Engineer concerned as the workers are reported to have already worked for more than 240 days and they are become continuous and eligible for inclusion in the seniority list. It was further noted, if their names are not included at least, now, they are likely to go to the court as some of them have already approached the Hon'ble High Court. The statement giving out the names of the NMR workers annexed with the said letter whose names are required to be included in the seniority list as on 1-9-1987 disclosed the names of all the first party workmen. As noted earlier, there is a mention of the fact that the first party workmen have completed continuous service of 240 days and it is in this view of the matter the statement of MW1 that the letter does not disclose the actual working days in the column meant is factually incorrect and false. Now there is another letter dated 13-7-1988 at Ex.W17 written by the Executive Engineer, Low Canal Division, Bellary to the Superintendent Engineer, TB Dam once again reiterating the fact that names of these first party workmen are failed to be included in the seniority list though required to be done. The fact that said letter was written by Mr. Sathyanarayanan during the year 1988 and that Ex. W17 is the copy of the said report of the Executive Engineer has been very much admitted by MW1 in his cross examination. The relevant paras of the said letter/report at paras IV to VIII relevant for the purpose are as under :—

The sub divisional officers, I & III have submitted the list of NM Rs who were working earlier and not included their names in the list by oversight. The names of the personal who have completed 240 days as per the seniority list was prepared (as mentioned in Ex. W17).

The cases of the personal may be considered for inclusion of their names in the permanent list of NMRs as they are having 240 days continuous service by 7/86. They were being taken in the Muster Rolls as casual labourers when the NMR personal are required for the work of watch and ward, night patrolling on the canal.

Further I submit that while preparing the seniority list of NMRs, the names of some personal have not been included in the list, eventhough they were working in LLC4 sub division Halagunda. it is only due to non receipt of the particulars from the Assistant Engineer, No.4 Sub Division, Holagunda.

Subsequently representation have been received from the individual NMRs who were working in LLC sub division 4, Holagunda. Their names are also furnished for consideration for inclusion in the list (as shown in Ex.W17).

As could be seen from the records, that the personal who were mentioned were completed 240 days, and their names may also be considered for inclusion in the list. They were being engaged on casual basis as per the necessity of the work.

The names of the NMR personal who have not completed 240 days by 7/86 are also mentioned(as shown in Ex.W17) However the Asst.Engineer No.4. Sub division, Holagunda has stated that they have completed 240 days of service by 7/87(as per list mentioned in Ex. W17).

15. Therefore, these two documents at Ex.W16 and 17 being the official correspondence between the officers of the management board, it is very difficult to believe that they have been cooked or fabricated by these illiterate workmen to defend their cause. Infact, these are the two documents which were the subject evidence before the Hon'ble High Court in WP No. 18229/91. This was the writ petition filed by one Mr.S. Mehaboob seeking regularisation of his services by the management board undisputedly working under the board as NMR workers. The fact that said Mehaboob was working along with the present first party workmen has been admitted by the management witness at Para 3 of his cross examination. He admitted that the first party workmen were also working on NMR along with Mr. Mehaboob at the time. As noted above, Ex.W16 and W17 were produced before the Hon'ble High Court in the aforesaid Writ Petition marked as Annexure-A and Annexure-G. The management had disputed the authenticity of the documents before the Hon'ble High Court also and his Lordship of our Hon'ble High Court while referring to those documents and allowing the writ petition of said Mehaboob on pages 4&5 of the order observed as under:—

“Suffice it to say that the documents Annexure A & G which have been produced do support the petitioner's case it would be difficult to hold that these documents are also fabricated or that they represent incorrect facts. However, I do need to take note of the submissions canvassed on behalf of the respts. and to hold that the matter was not entirely free from doubt which was why the entire difficulty has arisen. Even as of today, the petr. who was employed as a casual literate mazdoor cannot be expected to produce anything more than what he has and the court will have to take the difficult decision to hold as to whether on the basis of this material the petitioner qualifies for some relief or not. I am guided as far as this is concerned by the admission of the department that the petr. was in fact working at different periods of time and even on their admission, the commencement of these periods



is extremely close to the cut off date. Under these circumstances, to my mind the petr. would qualify for a relief though it would have to be suitably moulded having regard to the scanty record. The petitioner therefore succeeds."

16. Therefore, when the very same documents have been produced before this tribunal based on which said Mehaboob who was undisputedly working with the first party workmen, has been granted relief of regularisation of his services, the management now cannot raise an objection to place reliance upon those documents with this tribunal. Therefore, as per the documents at Ex.W16 &17 it is very much evident that the first party workmen have worked for a period of 240 days and more continuously with the management preceding their alleged termination. Based on similar set of evidence and facts between the very management and the NMR workers, the Industrial Tribunal -Cum-Labour Court, Hyderabad has also passed an award in Ex.W28 in favour of the workers setting aside the termination order passed against them with the relief of reinstatement and other benefits. Of course, this tribunal need not follow the above said award passed by the tribunal having the very same jurisdiction but there is no evidence produced on behalf of the management to show that this was the award challenged the management subsequent to May 1994, the date on which the award was passed and was set aside.

17. Therefore, having regard to the oral testimony and the documentary evidence produced by the first party workmen and taking into consideration the very statement of MW1 and the documents produced by the management, there cannot be any hesitation in the mind of this tribunal in coming to the conclusion that the 16 first party workmen whose names are found mentioned in the reference schedule and as mentioned in the written arguments submitted by the counsel for the first party workmen must get the relief as per law. There is no denial of the fact that there has been no notice or wages paid in lieu of the notice period or any compensation amount was paid to the first party workmen before their services were terminated. The action of the management therefore, falls within the ambit of the provisions of Section 2(oo) of the ID Act, it being a case of retrenchment. This retrenchment has not been done in compliance of Section 25 F of the ID Act and therefore, it is a case of illegal termination liable to be interfered at the hands of this tribunal.

18. Now, it is well settled principle of law that when the termination held to be illegal, the workmen will be presumed to be in service all along and therefore, they will be entitled to the relief of reinstatement and other benefits.

19. In the instant case though as per the reference schedule, names of 22 workers are mentioned but before this tribunal as could be read from the written arguments filed by the first party advocate, he appeared only 14 workers and those 14 workers alone have given evidence before

this tribunal and rest of 8 workers have not turned up. Therefore, the relief will be confined to only those 14 workers whose names are mentioned in the Written Arguments of first party's advocate and who have come up before the court in support of their claims. Hence the following Award :

#### AWARD

The management is directed to reinstate the first party workmen (S/Shri K. Venkappa Setty, G. Ravi, M. Rajashekar, D. Nagabhushana, Ramalingappa, Suri Babu, Madhanna, Gadhilingappa, Mahanandhi, Chandrashekhar, Veerasha, Ismail, Nallanna, & Narasimhalu) in its services with full back wages from the date of their termination till the date of their reinstatement with all consequential benefits. No cost.

(Dictated to PA transcribed by her corrected and signed by me on 12th November, 2007)

A. R. SIDDIQUL, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3585.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मारक्रोवेव प्रोजेक्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 35/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/219/2003/आई आर. (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3585.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2004) Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the management of Microwave Project and their workman, which was received by the Central Government on 29-11-2007.

[No. 40012/219/2003-IR (DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
BANGALORE

Dated : 1st November 2007

#### PRESENT:

Shri A. R. SIDDIQUL, Presiding Officer

C. R. No. 35/2004

**I PARTY**

Shri Gourappa Danappa Kamble,  
At & PO Hattarwad, Taluk Chikkodi,  
Belgaum District  
Karnataka State

**II Party**

The Divisional Engineer,  
Micro Wave Project,  
Beej Bhavan, Market Yard,  
Goltekti, Pune

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order No.L-40012/219/2003-IR(DU) dated 27th May, 2004 for adjudication on the following Schedule:

**SCHEDULE**

"Whether the management of Micro Wave Project is justified in terminating the services of Shri Gourappa Danappa Kamble? If not, to what relief the workman is entitled?"

2. The case of the first party workman, as made out in the claim statement, in brief, is that he after having passed 2nd Year PUC was appointed by the management on 01-04-1987 to work as a Chowkidhar in the Micro Wave Project situated at Hutta Wat Station on temporary basis being paid wages of Rs. 1500 per month. He was working under the guidance and control of Sub Divisional Engineer along with other four to five employees. He worked under the management from 01-04-1997 till 31-03-2002 and his services were discontinued on 01-04-2002 without assigning any reasons and therefore the action of the management in refusing work to him amounts to termination which is arbitrary, unjust and illegal particularly when a letter dated 26-12-2001 was sent from Belgaum division to the department for the purpose of regularisation of his services and instead of regularising his services he was refused work w.e.f. 01-04-2002. Thereafter, the management has been taking work from some one else which work was being carried out by him at the said project which is still running; that the first party worked for several years and has completed continuous service of 240 days and was under the impression that his services will be regularised. Therefore, the action of the management in refusing work to him amounts to termination and is opposed to the mandatory requirements of Section 25F of the ID Act read with Section 2(oo) of the said Act. He therefore, requested this tribunal to pass an award in his favour directing the management to reinstate him in service with continuity of service, backwages and other consequential benefits.

3. The management by its counter statement, while, denying the allegations at Para 2 of the claim Statement however, contended that the first party worked under the management intermittently and was paid wages, accordingly. The management while denying the averments

made at paras 4 to 6 of the Claim Statement further contended that the first party is not a workman within the meaning of section 2(s) of the ID Act and there was no question of compliance of Section 25F of the ID Act or the question of retrenchment as defined under section 2(oo) of the ID Act. At para 9 of the Counter Statement the management contended that the department of Micro Wave is a project and as per the requirement, services of the first party were taken and he was paid wages as a casual labourer. The management denied the contention that the first party worked continuously between 1-4-1997 and 31-3-2002 and that he worked for a period of 240 days in any particular year. The management also contended that there was no question of holding any D.E. prior to the termination of the services of the first party or prior to discontinuing his services, he being a casual employee that too engaged for a particular project. Therefore, the management requested this tribunal to reject the reference.

4. During the course of the trial, the management examined one witness as MW1 said to have been working as Sub Divisional Engineer, Optical Fibre Division, under Panjim Division, Headquarter, Belgaum and got marked 5 documents at Ex. M1 to M5. In his affidavit while stating that he worked in the Micro Wave Project under the DET, Microwave Project, Pune till 08-09-1999 and has been authorized to give affidavit before this tribunal. He then just repeated the various contentions taken by the management in its Counter Statement and at para 5 of the affidavit he gave details of the days (212 days) worked by the first party during the months of May, June, July, October and November 1997 and during the months of February & March 1998. The relevant averments in his affidavit at para 6 are to the effect that the first party worked only casually engaged for a particular project and the project came to be completed in the year 1999 resulting into transfer of all the permanent employees from Sub Division to work under D.E. Telecom Project, Panjim, Goa as evident from the letter dated 18-11-1998 issued by the Chief General Manager followed by transfer letter dated 26-08-1999. He therefore, averred that the first party being a casual worker working for a particular project cannot claim any right to be reinstated him in service particularly when he did not work with the management continuously for a period of 240 days in a year.

5. The first party examined himself as WW1 and got marked 7 documents at Ex. W1 to W7. His affidavit is again just a replica of the averments made in his claim Statement. I would like to come to the statements of MW1 and the first party in their cross examination and the documents produced by them as and when it is relevant and necessary.

6. Learned counsel for the management filed his written arguments and his main contention was that the workman was only a casual labourer engaged in Micro Wave Project work which project came to be closed in the year 1999 itself. He further contended that the workman

joined the services as a casual labourer fully knowing that it is a project work to be completed within a specified time. He contended that the abovesaid fact of closure of the project has been proved under documents produced at Ex.M4 & M5. He nextly contended that the first party did not work for a period of 240 days, continuously.

7. Whereas, the learned counsel for the first party Shri Ramesh for Shri Naik, in his arguments contended that the main points to be determined by this tribunal are whether the first party worked with the management continuously for a period of 240 days and whether the first party was engaged for a particular project or not. He submitted that there is no proof made available to show that there was any project, that too, for a particular period and that the first party was engaged for such a project work. On the question whether the first party worked for a period of 240 days, learned counsel submitted that the particulars given by the management in Para 5 of the affidavit showing that the first party worked only for a period of 212 days taking support of the so called wage payment register at Ex. M3. The very documentary evidence produced by the first party namely, Ex.W1 series will show that the first party apart from working in the months of February and March 1998 also worked for the month of December 1997. He also contended that the other documents produced by the first party show that the first party was in the service of the management all along up till the year 2001 and in this context he took support of the documents at Ex.W3 series, Ex.W5 & W6.

8. After having gone through the oral as well as the documentary evidence produced by the respective parties I find substance in the arguments advanced for the management. The most important question in the cases like one on hand when the first party workman comes out with the claim that he has been refused work by the management while he was working as a casual labourer on temporary basis is to determine the fact as to whether he worked for a period of 240 days continuously in a particular calendar year immediately before his services were discontinued. It is the case of the first party that he worked continuously between 1-4-1997 and 31-3-2002 and that he was refused work on 4-1-2002. Now therefore, a heavy burden is cast upon the first party himself to substantiate the above said fact. The fact that the first party worked for about a period of 212 days in the months of May, June, July, August and November 1997 and in the months of February and March 1998 has been very much admitted by the management itself at para 5 of the Counter Statement taking support of the payment register at Ex. M3. The fact that the first party also worked for the month of December 1997 and has been paid wages of Rs. 1500 under the receipt dated 12-01-1998 marked at Ex. W1 series has been established by the first party. Therefore, if we take into consideration the maximum period of 31 days of December 1997 for which the first party worked under the management and received the wages of Rs. 1500, then this period of 31

days if calculated along with the period of 212 days for which the first party admittedly worked with the management it can be very well found that the first party worked for a period of 243 days with the management during the years 1997 & 1998. Now the next question to be considered would be whether the services rendered by the first party for the above said period with the management during the years 1997 & 1998 will come to the rescue of the first party in order to show that his termination alleged to have taken place on 1-4-2002 was illegal amounting to retrenchment so as to get the relief of reinstatement and other benefits from the hands of this tribunal. The first party in order to show that he continued with the services of the management beyond March 1998 as well till his services were terminated on 1-4-2002, unfortunately has not produced any direct evidence by way of wage slips or any circumstantial evidence except his self serving statement. The first party in order to show that he was in the service of the management beyond the year 1998 till his services were terminated wants to take the help of a letter at Ex. W2 written by the Divisional Engineer, Telecom, M/W project whereunder the request of the first party to grant him temporary status was rejected for not fulfilling the conditions required. This letter certainly cannot be the proof to suggest that he worked with the management subsequent to March 1998. The other documents taken support of by the first party are the two copies testing reports made by KEB dated 25-11-1999 marked at Ex.W3 series and wherein his presence has been recorded and for that he has signed those papers. This evidence as argued for the management cannot be a proof sufficient in the eye of law to suggest that the first party in fact was under the employment of the management and continued to be in the employment of the management subsequent to the aforesaid date or that he was in the employment of the management earlier to these dates. Merely, because the first party signed those documents showing his presence at the time those documents were prepared cannot be a circumstance sufficient to suggest that he was in the service of the management even as on 25-11-1999 when the documents at Ex.W3 series were prepared. Except the aforesaid two testing reports dated 25-11-1999, the first party did not produce any other documents to suggest that he was under the employment of the management subsequent to March 1998. Now, it is well settled principle of law that in order to attract the provisions of Section 2(oo) read of with Section 25F of the ID Act, the condition precedent to be fulfilled by the first party workman would be to prove that he was in continuous service of 240 days in a particular year, immediately prior to his alleged termination from the services. As noted above, though there is evidence on the part of the first party to show that he worked for a period of 243 days during the years 1997 & 1998 but as seen above, there is no evidence worth credence to establish the fact that after March 1998 he was in the service of the management and continued to be in the service of the

management till 1-4-2002 except the said two testing reports at Ex. W3 series dated 25-11-1999.

9. Now, the next contention taken by the management is the fact admitted by the first party himself in his claim statement that he was appointed as a Chowkidar for the project in question. The management in order to substantiate this fact produced two letters at Ex. M4 & M5 suggesting that the five permanent workers who were working at the said project came to be transferred to different places under the order dated 18-11-1998 and they reported their respective offices on 9-9-1999 with headquarter at Belgaum. Of course, as argued for the first party there is no mention of closure of the project as such in these two documents but if we come to the statement of WW1 in his cross examination and the statement of MW1 before this tribunal, it can be very well gathered that the project work which started somewhere in the month of May 1997 came to be closed in the month of September 1999. When a suggestion was made to WW1 in his cross examination that the project has been closed in the year 1999, the first party neither denied the same nor accepted it giving an evasive answer by saying that he is not aware of the closure of the project. MW1 in his examination chief in no uncertain terms has stated that the project was completed in the year 1999 and all the permanent employees working in the project were transferred to work under DE Telecom, Panjim, Goa, which fact as noted above, has been substantiated by the documents at Ex. M4 & M5. Strangely, enough it was elicited from the mouth of MW1 in his cross examination that the project in question came to an end by September 1999 i.e. on 1st September 1999 itself. Therefore, instead of giving a suggestion to MW1 denying the fact of closure of the project, it was elicited from his mouth that the project came to an end by September 1999 itself. Therefore, when we proceed on the assumption that the project itself came to an end on 1st September 1999 itself, then the question of the first party being in the employment of the management or at the said project atleast beyond 1st September 1999 will never arise, even assuming for a moment that he was in the employment of the management uptill the above said closure date. Now it is again well settled principle of law that employees engaged with a particular project will have no right to claim their employment with the management after the completion of the project. The principle laid down by their Lordship of Supreme Court in a decision reported in 2006(7)SC cases 161-Principal Meharchand Polytechnic and Others Vs. Anulama & others may be referred in this context. The fact that the burden of proof in the cases like one on hand will be on the shoulders of the first party and not on the shoulders of the employer, is again a proposition of law settled and the principle laid down by their lordship of Supreme Court reported in a decision of (2006)9 SC cases 124-Chief Engineer Ranjit Sagar Dam Vs. Shamlal. Therefore, in the instant case the first party, first of all has failed to establish the fact that he worked continuously for a period of 240 days in a calendar year immediately prior to his

alleged termination. Infact, as noted above, he produced no documents except the above said documents at Ex. W3 series, at least to show that for any period much less for a period of 240 days he was in the service of the management to be terminated from services w.e.f. 1-4-2002. The fact that the project at which his services were engaged has come to be closed in the month of September 1999 itself again is the strong circumstance against the first party to show that he was not in the services of the management immediately prior to his alleged termination on 1-4-2002. Therefore, as the condition precedent of continuous service of 240 days not being fulfilled by the first party, provisions of section 2(oo) read with Section 25F of the ID Act cannot be attracted in the present case. That apart, their Lordship of Supreme Court in a case reported in JT 1997(4)SC 560 laid down the principle of law to the effect that "the daily wager had no right to posts and their disengagement is not arbitrary—since they are temporary employees working on daily wages, their disengagement from service cannot be treated under Industrial Disputes Act". Moreover, as noted above, the very project at which the first party was appointed as a Watchman being closed long back in the year 1999 itself, question of his reinstatement and grant of other service benefits to him never arises. In the result, the reference deserves to be rejected and hence the following award:

#### AWARD

The reference is dismissed, No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 1st November 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्ट्री के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी - 2/43 आफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-40012/32/2000-आईआर(डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3586.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/43 of 2000) Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Telecom Factory, and their workman, Which was received by the Central Government on 29-11-2007.

[No. L-40012/32/2000-IR(DU)]

SURENDRA SINGH, Desk Officer

**ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2,  
MUMBAI  
PRESENT**

**Shri A.A. LAD, Presiding Officer**

**REFERENCE NO. CGIT-2/43 OF 2000**

**Employers in Relation to the Management of**

Bharat Sanchar Nigam Limited  
The Chief General Manager,  
Telecom Factory,  
Bharat Sanchar Nigam Ltd.,  
Deonar, Mumbai 400088. .... 1st Party

**AND**

Their Workmen,  
The President  
Rashtriya Telecom Employees & Workers Union,  
63, Sarith Vishwakarma Nagar,  
Mulund (West), Mumbai 400080.  
(Ashokkumar Hazarilal Jain),  
General Secretary ... 2nd Party—Union

**Appearances :**

For the Employer	Mr. B.M. Masurkar, Advocate
For the Workmen	Mr. M.V. Palkar, Advocate

Date of reserving Award: 23rd July, 2007

Date of Passing of Award: 7th November, 2007

**AWARD PART II**

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour, New Delhi, by its Order No. L-40012/32/2000/IR (DU) dated 30th May, 2000 in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of Telecom Factory, now taken over by the Bharat Sanchar Nigam Limited, Deonar, in terminating the services of Sh. A.H. Jain is legal and justified? If not, to what relief the workman is entitled?"

2. By filing the Statement of Claim, at Exhibit 6, the 2nd Party Workman and General Secretary of the Rashtriya Telecom Employees & Workers Union, Submit that, enquiry conducted against 2nd Party workman viz. Ashokkumar Hazarilal Jain was not conducted by following principles of natural justice. No opportunity was given to the 2nd Party workman to attend the enquiry. That, 2nd Party workman was drawing salary of Rs. 10,000/-per month and fall under the definition of workman under section 2(s) of the Industrial Disputes Act as he did 70% of the duties

assigned manually and 30% were clerical. He was having no authority to appoint anybody or to remove anybody. He had no power to sanction anybody's leave and had no authority to initiate any disciplinary action against any of the workman. He had no authority to sign any Bank account on behalf of the 1st Party and had no authority to withdraw the amount for the 1st party. He was not Constituted Attorney of the 1st Party. His Principle duties were of technical and operational in nature and there was no even a stinct of supervisory duties as far as his duties were concerned. He was working as per the instructions received by him from his superiors. False allegations were levelled against him. Farce of enquiry was made by the 1st Party. Enquiry Officers was bias. Other employee by name Rane, though was served with similar type of charge sheet like 2nd Party workman, Rane, he was never placed under suspension like 2nd Party Workman. At that particular time Apex Court treated 1st Party not an Industry. So employee did not attend Inquiry. Later Apex Court decided otherwise and observed 1st Party as an Industry. The findings given by the Enquiry Officer are perverse. The punishment of "Compulsory Retirement" of 2nd Party workman is nothing but terminating his employment at the age of 52 years as retirement age in the 1st party is 60 years. So it is submitted that action taken by first party in retiring compulsory second party workman by order dated 9th July, 1999 is nothing but terminating him from employment and requested to set aside with the directions to reinstate him with benefits of back wages and continuity of service.

3. This prayer is disputed by the First Party by filling exhaustive reply at Exhibit 7 stating and contending that, reference is not tenable as subject matter of the Reference "Compulsory Retirement" does not fall within the purview of Section under which the Competent Authority send the reference for adjudication. It was not the termination. It is further stated that, 2nd Party Workman by name 'Jain' is not the workman and as such on that count also Reference is not tenable. It is also contended that, subject matter of the Reference "Compulsory Retirement" does not fall under the definition of "Termination". This Tribunal has no jurisdiction to give verdict on compulsory retirement. Besides this, it is contended that, charge sheet was served on second party workman. Full opportunity was given to 2nd Party Workman., "Jain" to participate in the enquiry. Enquiry Officer was having foundation to give finding against the 2nd Party Workman. Even the Punishment awarded by the Enquiry Officer of termination was reviewed by the Appellate Authority and leniency was shown. In the appeal, the the 2nd Party was permitted to retire by which he got all retirement benefits i.e. gratuity, Pension, Provident Fund etc. If at all, he would have been terminated, he could not have got those benefits and as relief was as such relief was given to the Second Party Workman by asking him to retire compulsorily.

4. It is further state that, 20 persons were working under him. He is getting his salary more than Rs. 10,000/-



He has control over the 20 workers working under him. He was signing their muster, attendance and sanctioning their level. He committed serious offence like 'forgery' which is of very serious nature. Such changes were levelled and proved against him. Though opportunity was giving but he did not utilize it and did not participate in the enquiry. As decision to retire 2nd Party Workman, Jain was taken after conducting enquiry, now 2nd Party workman, Jain, cannot challenge it as subject matter of "compulsory retirement" does not fall within the jurisdiction of this Tribunal, reference send presuming that 2nd Party workman is terminated has no meaning. Actually said punishment of termination was reviewed by Appellate Authority and he was compulsorily retired. In fact decision of the 1st Party is of compulsory retirement. It ought not to have been challenged by 2nd Party. Since the punishment of 'termination' does not subsists, reference send under said guise be rejected as Tribunal cannot travel beyond subject matter of "Termination" and give verdict on "Compulsory Retirement".

5. In view of the above pleadings my Ld. Predecessor framed Issues Exhibit 12. Out of those Issue Nos. 1, 2, 4 and 5 were treated as preliminary Issues which I decided by passing Award Part I on 18th May, 2006 observing enquiry not fair and proper. Besides I observe findings perverse and directed Management to lead evidence to prove the charges levelled against the Second Party Workman and justify its action.

6. The said order was challenged by the 1st Party before the Hon'ble Bombay High Court by filing Writ Petition No. 2543 of 2006 where it was turned down, filed by the Management said decision was then challenged before the Division Bench by filing Appeal No.764 of 2006 where also prayer of the Management was not considered.

7. As a result of that, now further stage is of recording evidence on punishment as well as on charges levelled against the concerned workman i.e. to see whether action taken of compulsory retirement is fair or not is now come up before me for which issues have already been framed by my Ld. Predecessor at Exhibit 12 which I answer as follows:

Issues	Findings
3. Whether Sh. A.H. Jain was compulsorily retired by way of punishment for misconduct?	Yes
6. Whether the action of the Management of Telecom Factory in connection with Sh. A.H. Jain is legal and proper?	No
7. What relief the workman is entitled to?	He is entitled for reinstatement with 50% back wages

### Issue No.3:

8. In fact this Issue is framed on the pleadings of the parties in the reference act of the Management in the terminating the services of Shri Jain i.e. of concerned workman is in question inviting to see whether said action is legal and justified? However, this issue is framed by my Ld. Predecessor taking it from the pleadings of the parties where case of compulsory retirement of Shri A.H. Jain i.e. of the concerned workman is taken. So, now the question is whether, he was asked to retire or whether he was terminated as mentioned in the Schedule or as mentioned in the Issue respectively?

9. In the entire Reference pleadings of both is that concerned workman i.e. A.H. Jain initially was terminated and then he was asked to retire compulsorily. Even in the written statement management has made out the case that, initially he was penalized with punishment of removal from services and then said punishment was converted into punishment of "Compulsory retirement" by the Appellate Authority. Besides, case made out by the management that, compulsory retirement is soft punishment than the punishment of removal from services. According to Management removal from services does not give any pensionary benefits to the employee, whereas employee who is compulsorily retired gets all monetary/pensionary benefits as if he is treated as retired at the age of superannuation. As far as this concept put up by the Management is concerned, it is not disputed by the 2nd Party. However, fact is that, 2nd Party is asked to retire compulsorily. In fact 1st Party ought to have get amended said to that effect but record reveals that, it remained as it is. Moreover, the correspondence was made by my Ld. Predecessor about change in name of Management which was changed from "Telecom Factory" to "Bharat Sanchar Nigam Ltd". and by corrigendum dated 17th March, 2006 it was corrected. However, no any correspondence on the subject matter of this i.e. whether 2nd Party was compulsorily retired or whether he was removed from services appears made to get clarification on it. The fact is that, the concerned workman was asked to retire compulsorily as taken by my Ld. Predecessor in this Issue and on basis of that, finding is given by the enquiry officer and then by Appellant Authority converting the decision of removal to retiring concerned workman compulsorily from the services on account of misconduct. The enquiry was conducted. Finding was given by the Enquiry officer and punishment of removal was awarded. It was challenged by the 2nd Party before Appellate Authority, which converted "removal from services" into "compulsory retirement" from services. The charge of misconduct was levelled i.e. of leaving the work place without permission and preparing false gate pass to enable the concerned workman to leave the Gate or Work place. So as far as the gravity of Issue is concerned, I conclude that, the concerned workman was compulsorily retired by way of punishment for misconduct. As I have to answer that much nothing more than that require to discuss here.

Issue Nos. 6 & 7 :

**Reasons:**

10. By these issues question of on quantum of punishment arises. Here we have to decide whether quantum of punishment of "compulsory retirement" from service is just, proper and what relief is to be given to the 2nd Party?

11. At the cost of the repetition we find charge was levelled against 2nd Party workman of leaving work place without permission and change to fabricate the Gate Pass is leveled, charge of forgery is leveled to enable him to leave the Gate. Both these things are denied by the concerned workman. 1st Party tried to prove the charge of forgery and charge of leaving the work place without permission by the concerned workman by examining number of witness viz. by examining Mr. M.Y. Siddiqui, Mr. B.S. Sahu, Mr. G.B. Sable and Mr. A.S. Sonawane. By examining workman himself said is denied making out story that work place was left with due permission. By examining all these 4 witnesses Management tried to point out that, concerned workman with his colleague i.e. Rane he left the Gate on Pass No. 53. Said gate pass is produced before this court which is exhibited at Exhibit 48. It is pertinent to note that, said Gate Pass No.53 bears names of 4 persons. The story of the prosecution is that, initially said pass was prepared for Mr. Saukar and Mr. Gurav. It is alleged by the Management that, this workman i.e. Jain and one Mr. Rane manipulated their staff number on the pass and wrote it on the said gate pass and then left the Gate. As far as leaving gate on 12-2-1997 on Gate Pass No.53 is concerned, it is not disputed by the concerned workman. On the contrary it is the case of the 2nd Party Workman that, as there was major fault in the town, he being Supervisor, went along with Rane, Sahu and Gurav to assess the situation and correct it. So the charge of leaving gate on gate Pass No.53 on 12-2-1997 is concerned, is not disputed by the concerned workman. Even it is a matter of record that, Rane was prosecuted. He was also asked to retire compulsorily. Said Mr. Rane challenged the said compulsory retirement action of the Management before Central Government Industrial Tribunal & Court No.1 in the I.D. Reference No.7 of 2002. In the said reference disputed action taken by the management of compulsory retirement of Rane was upheld. However, in that case CGIT No.1 observed that, enquiry was fair, proper and finding not perverse. Against that, I observed enquiry is not fair and proper as far as this workman Jain is concerned. Said order was challenged before Hon'ble Bombay High Court by filing Writ Petition and then by filing an Appeal before Division Bench where Management did not get any success. No doubt Hon'ble High Court observed that 1st Party can challenge entire decision before it if it did not agree with the findings given by this Tribunal on remaining part of the proceedings.

12. So as far as charge of leaving work place or leaving Gate on 12-2-1997 by concerned Workman on Gate

Pass No.53 is concerned, is not disputed to anybody. Question before us is whether, concerned Workman left the gate with permission or left the gate with false permission? It is a fact that, on 12-2-1997 concerned Workman left the gate on Gate Pass No.53. It is the case of the 2nd Party that he left the gate with proper permission of the Management as his Staff number was mentioned on gate Pass No.53. As far as mentioning staff number of concerned workman on gate Pass No.53 is concerned, is also not disputed. We find 4 Staff Numbers were mentioned on gate Pass No.53. Staff No.8484, 8655 and Staff Numbers of Savarkar and Gurav were also mentioned on Gate Pass No.53 which permit them to leave the gate. The case of the concerned workman is that his act of leaving the Gate was with permission. Against that, case of the Management is that, Staff No.8484 and 8655 which were underlined were manipulated by Rane. Said fact is denied by Jain. When main charge is denied by Jain i.e. concerned workman then burden shifts on the Management to that how it can be said that Staff Nos.8484 and 8655 were manipulated by Jain? As far as this aspect is concerned, management has examined 4 witnesses but nobody has stated that, that it is written by concerned workman i.e. by Jain and that is in his handwriting. Even handwriting on the Gate Pass No.53 about Staff No.8484 and 8655 is not proved written either by Rane or by Jain. When it is not proved, like that in my considered view, that blame cannot be casted on the concerned workman only because he is an employee. In fact burden shifts on the Management to prove that, said numbers were manipulated and concerned workman to leave the gate. Even charge was framed of manipulation of numbers on Gate Pass No.53. Even there was separate enquiry. The witnesses examined by the management before this Court are sticking with the evidence recorded by the Enquiry Officer. However, said evidence and the evidence recorded before me does not reveal that, Staff Nos. 8484 and 8655 were written by the concerned workman and he is responsible for it. No other efforts are made by the Management by referring said Gate Pass No.53 to Handwriting Expert to obtain opinion on handwriting of the expert. Besides, Criminal case filed by the Management resulted into acquittal. Even appeal against it was also turned down by the Hon'ble High Court. So all this reveals that, charge of manipulation of Gate Pass No.53 by showing Staff Nos. 8484 and 8655 by Mr. Jain or Mr. Rane is not proved. When said manipulation is not proved question arises, how concerned Workman, Jain, can be held responsible? The Ld. Advocate for the 1st party tried to point out the judgement of Rane given by CGIT-1 in Reference No. CGIT-1/7 of 2007 where CGIT/1 observed enquiry fair and proper. However, in case of Jain observed enquiry is not fair and proper. The view taken by me is not yet disturbed by the superior Courts. So I find facts of that case are different than the facts of this case. Here I observed charge of manipulation leveled against Jain i.e. against concerned workman is not proved. So I conclude that, the Management failed to establish charge of manipulation of Gate Pass No.53 against concerned Workman i.e. Jain.

(13) Now, the question of leaving gate on 12-2-1997 is not disputed by the concerned Workman. He admits that he left the gate on 12-2-1997 on Gate Pass No.53. As observed above it is 1st Party who is unable to prove that, the Gate Pass No. 53 was manipulated by Jain to enable him to leave the gate. It reveals that, there was Staff number of Jain which permit Jain to leave the Gate. Said Gate Pass is the record of the 1st Party. Even enquiry was conducted on the basis of it. When Gate pass bear the Staff number of the concerned Workmen and on the basis of it when Jain left the gate and when it is not proved that said was written by concerned Workman I am of the opinion that, there is nothing illegal in leaving the gate. On the contrary it proves that Jain, left the gate with permission of the authority. So charge of leaving gate without permission is also not proved against the concerned Workman. When charge of manipulation or forgery of Gate Pass No.53 and charge of leaving gate without permission is not proved against concerned Workman, I conclude that, 1st Party cannot hold Jain guilty of the charges and punish him on that basis.

(14) When 1st Party cannot punish Jain without proving charge of forgery and leaving Gate without permission, I conclude that, 1st Party must treat Jain as its employee till he attain the age of superannuation.

(15) In the written arguments it is pointed out that, age of superannuation in the establishment of 1st Party is 60 years. 2nd Party made out the case that he was suspended when he was of 52 years old. He lost his 8 years employment age which was at his credit when he was asked to retire compulsorily. Even 2nd Party's Advocate relied on number of judgements produced at Exhibit 56 to support his case viz. 1982 (45) FLR SC page 432 (Between Ramakant Mishra & State of U.P. and Ors.), 1989 I LLJ SC page 71 (Scooter India Ltd., Lucknow and Labour Court, Lucknow), 1999 II CLR SC, page 8 (State Bank of India & Ors. Vs T.J. Paul), 2005, Page 1092 I LLJ Gujarat High Court (Between Jagdishchandra Maganlal Trivedi And State Bank of India), 2000 II LLJ page 1212 Guj High Court (Between Hindustan Fertiliser Corporation Ltd. and Nakul Chandra Borkakoti), 2005 III CLR page 595 Bom. H.C.(Municipal Corporation for the City of Kalyan and Dombivali vs. R.C. Baania), 2000 LAB I.C. page 3392-Karnataka High Court-(N.C. Charati vs. Personnel Manager and Disciplinary Authority, Syndicate Bank, Manipal & Ors), 2000 III CLR page 388-Allahabad High Court-(Harpal Singh v. State Public Services Tribunal, Lucknow & Ors.), 2005 III CLR Page 466-High Court of Delhi-(Bhagirath Singh (Ex. Const. Driver vs. Union of India), 2005 III CLR Page 469(Madras High Court)(Hotel Ambassador Pallava vs. Presiding Officer, Jind Additional Labour Court & Anr.) 2005 III CLR page 978-Karnataka High Court (Management of North-West Karnataka State Road Transport Corporation, Belgaum Division, Belgaum vs. B.R. Gudugatti), 1995 I CLR page 121-Madras High Court-(M. Bose vs. Director General Central Industrial Security Force, New Delhi & Ors., 1995 CIR page 851- Bombay High Court- Gimi Kamgar Sena & Ors vs. S. R. Rane & Ors.), 1995 I CLR page 704-Calcutta High Court-(Arjun Kumar Biswas vs. Union of India & Ors.) 200 LAB I.C. page 2678-Allahabad High Court (Ram

Babu Gupta vs. U.P State Roadways Transport Corporation and Ors), 2000 LAB I.C. page 2584- Gujarat High Court. (Divisional Controller, S.T. Corporation, Bhuj vs. Virji D. Barot).

(16). By referring these number of judgments Ld. Advocate for the 2nd Party tried to point out that, the punishment given on such a charge is not proportionate. Instead of burdening the judgment referred I feel not it is necessary simply to I accept the analogy behind it where I find for such alleged charge, punishment of compulsory retirement is harsh one.

(17). So instead of maintaining the punishment given by 1st Party to 2nd Party Jain of compulsory retirement, I feel it necessary to interfere in it and to conclude that, 2nd Party Jain must be reinstated by the 1st Party.

(18) 2nd Party Jain pray for reinstatement with benefit of continuity of service. However, it is a matter of record that, 1st Party is Government, public institution which is providing facility communication to the people of this country. It is also a matter of record that 2nd Party did not work for 1st Party from the date of his compulsory retirement. When he did not work for first Party it means that he did not work for nation. When he did not render his services to the public body like this, which is providing the communication services to the people of India and nation and it does not feel it proper now to give giving directions to the 1st Party to pay full back wages as it is not just and proper. However, punishment of removal at the age of 52 for committing such a meager act of leaving work place and gate without permission appears rather harsh enen if one presume that, the said charge is proved against the concerned Workman. The record and proceedings and discussions made above reveals that, said charge is not proved against the concerned workman. When said charge is not proved against concerned workman, in my considered view said workman cannot be punished by such a punishment of compulsory retirement as compulsory retirement is nothing but it is "an end" to the services life. Besides no specific case is made out by both about financial position and source of income of 2nd Party workman. So, I conclude that, 2nd Party also must be reinstated with 50 % back wages. Hence, the order :

#### ORDER

- (i) Reference is partly allowed;
- (ii) 1st Party is directed to reinstate the 2nd Party workman and give him benefit of 50% back wages from the date of his complusory retirement till he attains the age of superannuation;
- (iii) it is learnt that, 2nd Party might have attained the age of 60 years. So, I direct 1st Party to treat 2nd Party Workman in its employment till he attains the age of 60 years and give him benefits on the basis of 50% back wages with other monetary benefits attached to it;
- (iv) In the cirumstances there is no order as to its costs.

A. A. LAD, Presiding Officer

Mumbai,

7th November, 2007



नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3587.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैंटोन्मेन्ट बोर्ड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी - 2/98 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-13012/6/2000-आई.आर. (डी.यू.)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/98 of 2000) Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Cantonment Board and their workman, which was received by the Central Government on 29-11-2007.

[No. L-13012/6/2000-IR (DU)]

SURENDRA SINGH, Desk Officer.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT

#### INDUSTRIAL TRIBUNAL NO. 2

#### MUMBAI

#### PRESENT

A.A. Lad, Presiding Officer

REFERENCE No. CGIT-2/98 OF 2000

Employers in Relation to the Management of

Cantonment Executive Officer,  
Deolali Cantonment,  
Deolali-422401

...1st Party

And

Their Workmen

Shri Uttam Gangaram Salve,  
26, Hadola, Deolali Camp, 422401,  
Tal. & District Nashik. ...2nd Party

#### APPEARANCE:

For the Employer : M/s C.R. Naidu & Co.,  
Advocates.

For the Workman : Mr. P.V. Sathaye, Advocate.

Date of reserving Award: 23rd July, 2007.

Date of Passing of Award: 2nd November, 2007

#### AWARD

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour, New Delhi, by its Order No. L-13012/6/2000-IR(DU) dated 28th

September, 2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of Cantonment Board, Deolali in not regularizing and reinstatement in employment of Sh. Uttam Salve, casual labour w.e.f. 31-3-1996 is legal and justified? If not, to what relief the workman concerned is entitled?"

2. To support the subject matter referred in the reference, Second Party filed the Statement of Claim at Exhibit 15 narrating the creation of Cantonment Board, describing its functioning, formation of it and how Government is controlling it. He also referred various disputes raised by workman with the Cantonment Board and then coming to his says that, he was appointed temporarily as a Peon in primary girls school for a period of 60 days between 1st July, 1984 to 29th August, 1984 on daily wages of Rs. 11.05 Ps. he further states that, then he was appointed for 15 days on 10-2-1987 on the same daily rate wages and then was called for interview by letter dated 14th July, 1987 for the post of Safaiwalla. He worked for 90 days. Thereafter letter was issued to him dated 16th May, 1991 asking him to attend for medical examination for the post of Safaiwalla. Though others were also called with the 2nd Party workman, and though formalities of interviews were completed however those were not worked out and no appointment letter was given to anybody. The grievances made by him are that though he made it with various authorities through Union leaders and political persons but he did not received any benefit of it. So he approached the Labour Commissioner (Central) with his grievances and request to direct 1st Party to recruit him as per the interview taken with effect from 31st March, 1996 with result of benefits and continuation of service.

3. This is disputed by the 1st Party by filing reply at Exhibit 25, admitting number of things mentioned by 2nd Party workman more precisely regarding formation of Board, functioning of it, control of it and Rules and Regulations under which it is working. It also admits the work done by 2nd party on daily wages in Primary School on 2 occasions. However, 1st party denies that, 2nd party is entitled for recruitment and he has right to be recruited in the services of the 1st party. It also challenges the right of the 2nd party to call record of recruitment process and request made to scrutinized by this Court. It also challenges the status of the 2nd Party and his relations with the 1st party.

4. In view of the above pleadings my Ld. Predecessor framed issues at Exhibit 33 which I answer those against it as follows:

Issues	Findings
(1) Whether Salve proves that he was engaged by management Cantonment Board?	No
(2) Whether the reference is maintainable as averred in W.S. Para 2 (C) and 5?	No

- (3) Whether Salve proves that he was terminated by management. Cantonment Board? No
- (4) Whether the action of the Management of Cantonment Board, Deolali in not regularizing Shri Salve Casual Labour w.e.f. 31-3-96 is legal and justified? Does not arise
- (5) Whether the action of the Management of Cantonment Board, Deolali in not reinstating in employment to Shri Uttam G. Salve is legal and justified? Does not arise
- (6) What relief, he is entitled to? As per order below

**Reasons:****ISSUE NO. 1:**

(5) It is the case of the 2nd Party that, he was engaged by 1st Party. It is denied that 1st party i.e. Cantonment Board. If we peruse the pleadings of the 2nd Party on that point where he referred his appointment as a Peon in primary school for the period of 1-7-1984 to 29-8-1984 and then for 15 days in 1987. We find these are the only two appointments got by the 2nd Party in Primary School and that, too on daily wages. As far later portion of the 2nd Party is concerned which is pertinent to recruitment process followed by the 1st Party and interview call given as well as to 2nd Party to attend medical examination is concerned, it is a part of the recruitment which 2nd Party cannot challenge. The period admittedly served by the 2nd Party of two month i.e. from 1-7-1984 to 29-8-1984 and then of 15 days w.e.f. 10-2-1987 if read it does not permit us to count it as requisite period to claim the employment with the 1st Party. Admittedly his appointment from 1-7-1984 to 29-8-1984 and 15 days appointment from 10-12-1987 at the most comes upto 75 days and it does not fulfil the condition of 240 days employment in order to claim employment of the said institution. Besides it is not mentioned who is running that Primary School and whether 1st Party is concerned with it? Even it is not shown whether 1st Party is running primary school and whether 2nd Party worked for 60 days in 1984 and 15 days in 1987? So, this admitted position does not establish relationship of the 2nd Party with the 1st party to call him as an employee of the 1st party. There is no appointment order to given to 2nd Party and issued by the 1st party to show that, he was engaged by 1st Party. The later part of the pleadings of 2nd Party that he was called for medical examination but did not get the appointment, itself reveals that, he was not engaged after following selection process. All this reveals that, he was not engaged by the 1st party i.e. Cantonment Board. From the evidence led by 2nd Party by filing affidavit in lieu of examination in chief at Exhibit 41 and other evidence produced does not reveal that, he has evidence about his employment with 1st Party. So all this lead me to

conclude that, 2nd Party was not engaged by the 1st Party. Hence, I answer this Issue in the negative.

**ISSUE NO. 2:**

(6) 1st party has made out the case that, the reference is not maintainable making out the case that, reference sent by Labour Commissioner (Central) was sent mechanically and as such not tenable. As far as sending of reference by Labour Commissioner (Central) is concerned, it cannot be challenged before this Tribunal. At the most subject matter of the reference can be challenged before this Tribunal and not the decision of the Labour Commissioner (Central) of sending Reference to the Government. At the most 1st Party can made out the case that Reference is not tenable since there is no relationship of employee and employer between the 1st Party and the 2nd Party and the 2nd Party is unable to prove that he worked for 1st Party for more than 240 days to claim employment. Besides, 2nd Party is unable to prove his employment with the 1st party. When these things are not there, I conclude that, the Reference is not maintainable means the subject matter of the reference is not maintainable. So, I answer this Issue in the negative.

**ISSUE NOS. 3 TO 5:**

(7) By these Issues, burden is casted initially on 2nd Party Workman to show that, he was illegally terminated. When burden is shifted on first Party to show that, by non-regularising 2nd Party workmen, decision taken by it is legal and justifiable and in not continuing the 2nd Party in the employment is just and proper. So the tone of the subject involved in these issues is one and the same. By these issues we have to decide whether present position of 2nd Party Workman remaining away from 1st Party's employment is justifiable and who is responsible for it?

(8) As stated above, 2nd Party is unable to show his relations with 1st Party. He is unable to show that, he served for 1st Party. He is unable to show that, he was recruited by following due process of law by 1st party. Besides, he is unable to fulfil the conditions of employment with 1st party of working for 240 days.

(9) 2nd Party challenges the decision of the 1st party of not recruiting him in the employment cannot be the subject matter of the dispute as selection, is the discretion or prerogative of the employer which one cannot compel the employers to take decision of selection. When 2nd Party was not selected and recruited said cannot be challenged as an Industrial dispute as it is not defined u/section 2(k) of the Industrial Disputes Act, 1947. Section 2(k) of the Industrial Disputes Act, 1947 is specific and the provisions made to the employees' dispute or employer's dispute which is connected with the employment or non-employment. Said definition does not cover non-recruitment of the employee in the employment. It also does not give right or scope and covers non-selection of the employee for employment. Here 2nd Party has challenged his non-selection u/section 2(k) of the Industrial Disputes Act, 1947. Besides, he was not terminated since his appointment for two occasions in 1984 and then in 1987

that too was on daily wages. When he was appointed on daily wages that too in primary school for which relations of 2nd Party did not established with 1st Party, I conclude that, the said employment of the 2nd Party with Primary school does not prove that he is entitled to call as an employee of the 1st Party and establish his relations with 1st Party. Besides that, he cannot claim that, he was terminated thereafter and he can pray for reinstatement. Besides, he cannot claim for recruitment in the employment of the 1st Party. So all this reveals that, 2nd Party fails to establish his claim, demand and his prayer prayed in the Claim Statement. So I answer this issue in the negative.

(10) In view of the discussions above I conclude that, reference deserves to be rejected. Hence, the order :

### ORDER

Reference is rejected  
with no order as to its costs.

At Mumbai A. A. LAD, Presiding Officer  
Dated this 2nd November, 2007

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3588.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलिंगा ग्राम्य बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 22/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-12011/48/2003-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3588.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2004 of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar, as shown in the Annexure in the industrial dispute between the management of Kalinga Gramya Bank, and their workman, received by the Central Government on 29-11-2007.

[No. L-12011/48/2003-IR (B-1)]

AJAY KUMAR, Desk Officer

### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
BHUBANESWAR

### PRESENT

Shri N. K. R. Mohapatra, Presiding Officer  
C. G. I. T.-cum-Labour Court,  
Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 22/2004

Date of Passing Award—6th November, 2007

Between :

The Management of the  
Chairman,  
Kalinga Gramya Bank,  
H. O. Friends Colony,  
Bajrakabati, Cuttack-753 001. .... 1st Party Management  
(and)

Their Workmen, represented  
through the  
Cuttack Gramya Bank  
Karmachari Sangha,  
P. O. Buxi Bazar Cuttack. .... 2nd Party—Union

Appearances :

Shri B. N. Dwivedy, .... For the 1st Party  
Officer Management

Shri S. K. Pradhan, .... For the 2nd Party  
Vice President Union

This reference of the Ministry of Labour, Government of India vide its letter No. L-12011/48/2003 IR (B-1), dated 20-3-2004 for adjudication of different disputes raised by the 2nd Party Union in its charter of demands is as follows :—

“Whether the action of the management of Cuttack Gramya Bank in relation to their Head Office at Cuttack and its branches in not conceding the genuine demands of the Union through bipartite or tripartite discussion on the 17-Points of Charter of demand as enclosed in Annexure-A and on the other hand harassing and victimizing the workmen and this way encouraging unfair labour practice in the Establishment is legal and justified? If not, what relief the workmen are entitled to?”

### Charter of Demands

1. Immediate withdrawal of Transfer Policy for the employees of the Bank.

It has been come to knowledge of the employees that Transfer policy of the organization has been introduced unilaterally with purpose to harass the employees. As per understanding precedent and practice, the policy decision of the bank so far as conditions of service of the employees are concerned, should be decided with due consultation with the recognize union, but without doing so, the transfer policy has been introduced which is against the interest of the employees, hence the said policy should be withdraw immediately.

2. Immediate withdrawal of Transfer Orders of Office bearers and active members of the Unions.

It is learnt that transfer orders have been made to the following. office bearers and active members of the Union with mala fide intension to victimize them by introducing the Transfer Policy going against the direction of the Hon'ble Court. Hence such orders of transfer amount punishment and act of unfair labour practice. Therefore such orders of transfer should be cancelled forthwith.

1. Shri S. K. Pradhan, Vice President.
2. Shri P. K. Nayak, General Secretary.
3. Shri K. C. Das, Vice president.
4. Shri B. K. Sahoo, Organizing Secretary.
5. Shri Babu Khan, Active Member.
6. Shri I. P. Nanda, Active Member.

3. Restoration of Special Computerization increment and timely payment of annual increment.

The employees of the bank were getting special computer increment which has been subsequently stopped without assigning any reason. Besides the above, the employees are not getting the annual increment on the date of their entitlement. On further enquiry it is ascertained that illegal deductions from salary has been made from the employees without affording opportunity for such deductions. Hence it is demanded that restoration of special computerization increment should be made and annual increment should be available to the employees on the date of their entitlement and no recovery should be made from the salary of the employees. The recovery which has already been made should be available forthwith.

4. Illegal interference in union affairs.

We strongly condemn the criminal activities of the management for locking the union office and destruction in official records with malafide intention to cripple the union activities. Hence, we demand to allow the Union to function at its office peacefully.

5. Notification of duty chart.

All the employees should be well informed about his duties and responsibilities by notifying the duties and responsibility. Different works are being entrusted intentionally to victimize the concerned employees. So notification should be made indicating clearly the duties and responsibility of each employee, for smooth functioning of the bank.

6. Unconditional withdrawals of charge sheets.

It has been brought to notice that charge sheets have been issued to the employees those who are also office bearers and active members of the sangha with malafide intention to victimize them. Hence such charge sheets should be withdrawn immediately.

7. Immediate implementation of residual benefits.

In principle it was agreed that the residual benefits i.e. payment of T.A. & D.A, enhanced house building loans, enhanced medical allowances and expenses, and etc. which are given by all scheduled commercial banks to its employees should be made available as per the direction of Government of India and Ministry of Finance to the employees of the bank.

8. Promotion

The higher posts should be filled up quickly by way of promotion from the post of Messenger-cum-Sweeper

(Group-C) to Cashier-cum-Clerk (Group-B) and Cashier-cum-Clerk (Group-B) to Officer (Group-A) as per the seniority.

9. Sanction of leave and release of salary.

The following employees those who are also office bearers/activities of the Union/Sangha have been victimized as their leave has not yet been sanctioned and their salary has not yet been released. Therefore, it is demanded that their leave should be sanctioned immediately and their salary should be released forthwith.

- (a) S.K. Pradhan—C.C.—Vice President.
- (b) P.K. Nayak—C.C.—General Secretary.
- (c) B.K. Rout—Mes.—E.C. Member.
- (d) B. Khan—Mes.—Activist.
- (e) Others office bearers/activists.

10. Immediate sanction of Arrear Diem.

The employees are very often being directed to clear arrear balancing at their previous branches where they were working previously for the interest of the bank but no payment of Diem to such employees is being made though considerable time have been lapsed. Hence the arrear diem should be made available immediately and henceforth, the advance diem should be paid to meet their day to day expenses. If the employees will be directed to do so.

11. Personal case of Smt. Radha Nair, Steno.

Mrs. Radha Nair, Steno to Chairman has been transferred to other departments by violating the terms of employment and conditions of service. Hence her service should be restored in the original place of posting as per the conditions of appointment.

12. Prevention of sexual harassment to the lady employees.

We strongly condemn the sexual harassment to the lady employees with demand that an independent enquiry should be conducted and the management may be refrained for such activities.

13. Opening of vigilance cell.

Vigilance cell should be opened with one of the representatives of the employees to investigate and prevent corruption committed by the high officials of the Management.

14. Formation of grievance cell and works committee.

The grievance cell and works committee should be formed for quick settlement of the grievance of the employees.

15. Immediate formation of grievance cell for customers.

The grievance cell for the customers should be formed to sort out the problems of the customers. A joint coordination committee should be formed to improve the financial conditions of the bank.

16. The following facilities should be extended to the office bearers of the Union.

- (a) All the office bearers should be allowed to avail 30 days special leave in a year for the purpose of union work.
- (b) The office bearers of the union should not be transferred and deputed during their tenure other than the Head & Branch office of the union.
- (c) TADA should be allowed to the office bearers of the Union when they are on tour to any branch of the bank for the betterment of the organization.
- (d) The representative of the union/employees should be appointed as one of the directors of the board of the bank as per the practice and precedent prevailing in other scheduled commercial banks.

#### 17. Extension of lease deed accommodation.

Some of the staff members of the bank are getting lease deed accommodation facility by discriminating the employees. Hence the lease deed accommodation facility should be extended to all the employees to avoid discrimination.

#### ORDER/AWARD

2. Challenging the admissibility and virus of the above reference the Management at the beginning stage of the enquiry submitted with special reference to Section-10(1) read with Section 2(K) of the Industrial Disputes Act, that the present reference in its above form is not maintainable under law in as much as the Central Government have trans graced its limit in making such a reference. On the above submission the representative of the Union was also heard.

3. For better appreciation of the submission made by the parties it is relevant to quote as follows the relevant portion of Section 10(1) of the Industrial Disputes Act under which the present reference has been received.

Section 10(1)—Where the appropriate Government is of the opinion that any “Industrial Disputes” exists or is apprehended, it may at any time, by order in writing :—

xxx    xxx    xxx    xxx    xxx  
xxx    xxx    xxx    xxx    xxx

(b) refer any matter appearing to be connected with or relevant to the dispute to a Court for enquiry; or

(c) refer the dispute or any matter appearing to be connected with, or relevant to the dispute, if it relates to any matter specified in the Second Schedule, to a Labour Court for adjudication; or

(d) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication;

xxx    xxx    xxx    xxx    xxx  
xxx    xxx    xxx    xxx    xxx

4. From the above definition of Section 10(1) it is clear that the Government after being satisfied about the existence of an “Industrial Dispute” or having apprehended any such “Industrial Dispute” is to make a reference to the Tribunal for its adjudication along with “matters” appearing to be connected with such “Industrial Dispute”.

The word “Industrial Dispute” has been defined under Section 2(k) of the Act as follows :—

Section 2(K) :—“Industrial Dispute” means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

5. From the reading of the above Sections, it is clear that an “Industrial Dispute” as defined under Section 2(K) of the Act is only entertainable by a Tribunal. According to the said definition it is only that, “dispute or difference” between “employers and employers” or between “employers and workmen” or between “workmen and workmen” which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any person which would fall within the ambit of the definition of Industrial Disputes are alone to be adjudicated by the Tribunal. In other words a dispute or difference must relate to either the employment or non-employment or terms of employment or the conditions of labour of any person so as to call it an “Industrial Dispute.” Unless a dispute is connected with these matters it will not satisfy the requirements of law and will not fall within the ambit of an Industrial Dispute. The phrase “any matter” as used in Section-10 of the I.D. Act therefore refers to those of the matters which have “direct nexus” with an “Industrial Dispute”: From the reading of various charter of demands as mentioned earlier it can be gathered that none of these demands fall within the definition of the term “Industrial Disputes”. Even otherwise they are so unrelated with the other that they cannot be treated as matters connected with or relevant to any dispute. It has been held in the case between workmen of Hercules Insurance Co. Ltd., -Versus- Hercules Insurance Co. Limited reported in 1961-I-LLJ-249 SC that where the reference is inconsistent with statutory provisions, it would be invalid. Similarly while speaking about the jurisdiction of the adjudicatory authorities under the Act it has further been held in different judicial pronouncement that the word “Jurisdiction” means authority to decide. It is further held that the powers conferred upon the Tribunal have the sanction of law behind it and are not exercisable by reason of discretion vested in it. Therefore, when from the earlier discussion it is clear that none of the demands of the Union which forms part of the reference is an “Industrial Dispute” within the definition of the term and as none of these demands are matters connected with the other to

form a composite "Industrial Dispute" it is held that this Tribunal lacks the jurisdiction to adjudicate the same and accordingly the reference is held to be not maintainable under the four corners of Section 10(1) read with Section 2(K) of the Act.

6. It was of course argued by the Union with reference to item-6 of the Second Schedule and Item-11 of the Third Schedule of that Act that matters not amounting to "Industrial Disputes" can also be referred by the Government for adjudication and therefore the adjudication of the different demands of the Union as extracted earlier are within the competency of the Tribunal. But it may be mentioned here that the narration "all matters other than those specified in the third schedule" as appearing against item-6 of the 2nd schedule and the narration "Any other matter that may be prescribed" as appearing against item 11 of 3rd the schedule squarely means to those of the matters which constitute an "Industrial Dispute" but not otherwise. Therefore, I find no force in the submission of the Union.

7. Hence, in the result the reference is held to be not maintainable in as much as the Tribunal lacks the jurisdiction to adjudicate the same.

8. Accordingly the reference is answered in the form of an "Award".

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

**का.आ. 3589.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाईतरानी ग्राम्य बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 57/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-12012/110/2004-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

**S.O. 3589.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar, as shown in the Annexure in the industrial dispute between the management of Baitarani Gramya Bank, and their workmen, received by the Central Government on 29-11-2007.

[No. L-12012/110/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

**ANNEXURE  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
BHUBANESWAR**

**PRESENT:**

**Shri N. K. R. Mohapatra, Presiding Officer  
C. G. I. T.-cum-Labour-Court,  
Bhubaneswar**

**INDUSTRIAL DISPUTE CASE NO. 57/2004**

**Date of Passing Award—29th October, 2007**

**BETWEEN:**

The Management of the  
Chairman,  
Baitarani Gramya Bank,  
Head Office, Baripada,  
Dist. Mayurbhanj,  
Orissa-757 001.

... 1st Party Management.  
(and)

Their Workmen,  
Thri Bishnu Charan Panda,  
At. Parade Padia,  
Ward No. 10, Baripada,  
Dist. Mayurbhanj,  
Orissa-757 001

... 2nd Party—workman.

**APPEARANCES:**

M/s. Karunakar Jena  
Advocate.

... For the 1st Party  
Management

M/s. Satyabadi Das,  
Advocate.

... For the 2nd Party  
Workman.

**AWARD**

The Government of India, in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/110/2004-IR (B-1), dated 20-8-2004 :—

"Whether the action of the Management of Baitarani Gramya Bank having its Head Office at Baripada in dismissing Sh. Bishnu Charan Panda from services with effect from 21-4-2001 without providing due opportunity and observing the principles of natural justice is legal and justified? If not, what relief the workman is entitled to?"

2. The workman Bishnu Ch. Panda was appointed by the Management-Bank as a Clerk-cum-Cashier on 6-8-1981. While he was working as such in Morada Branch he was charge-sheeted on 11-3-2000 vide Letter No. 1048 of the Management for misappropriation of funds and tampering of records pertaining to the accounts of various customers during 1998 to 1999. During preliminary enquiry it was further found that while working as Clerk-cum-Cashier in another branch at Kuchel he had also misappropriated cash by tampering and manipulating the official records of various customers during his tenure from 1994 to 1998. Therefore, he was further charge-sheeted vide Letter No. 73, dated 3-6-2000 and Letter No. 1051, dated 8-12-2000 under the signature of the Chairman-cum-Disciplinary Authority. Pending enquiry the workman was placed under



suspension and one Shri Prafulla Kumar Mohapatra, Senior Manager (Credit) was appointed as Enquiry Officer vide order dated 14-3-2001 and one Shri Dibakar Moharana was appointed as Presenting Officer same day in respect of all the three charge-sheets issued to the workman. After necessary notice to the workman, the Enquiry Officer took up the enquiry on 4-4-2001. The delinquent-workman attended the same and admitted all the charges as he had confessed in his replies to the charge-sheets. The Enquiry Officer therefore submitted his report on 16-4-2001 whereupon the Disciplinary Authority in his letter dated 21-4-2001 dismissed the workman from service without notice. The workman in consequence preferred an appeal before the competent authority but it was of no consequence. Hence he raised an Industrial Disputes culminating the same in the present reference.

3. Challenging the above action of the Management as illegal and devoid of the principles of natural justice it is alleged by the workman in his claim statement that he had never admitted the charges before the Enquiry or at any time before. He being an orthopedically handicapped person his signature was simply obtained by the Management in different papers and it were subsequently utilized against him to show that he had admitted all the charges. During enquiry he was not supplied with necessary documents which were the basis of charges nor he was allowed to defend himself as per the Standing Orders nor the Enquiry Officer had conducted the enquiry as per rules, nor he was supplied with the enquiry report or any letter of proposed punishment nor he was given any chance of personal hearing by the Disciplinary Authority before passing the dismissal order. It is further alleged by the workman that when he asked for relevant papers such as the preliminary enquiry report, the report of the Enquiry Officer and other base level documents for the purpose of filing appeal, he was denied of the preliminary report and few other documents. On preferring appeal, the Appellate Authority also did not act fairly in as much as he was not called upon for personal hearing etc. It is also alleged that the Chairman of the Bank was not competent to issue the orders of dismissal and as such the entire proceeding is vitiated for non-observance of the principles of natural justice.

4. The Management on the other hand contended that the enquiry was conducted in a most perfect manner in accordance with the Service Regulations and that the various allegations of the workman are untenable and unworthy of consideration. The Chairman of the bank being the Disciplinary Authority in respect of the delinquent-workman no illegality was committed by him in issuing the orders of dismissal. It is further contended that as the workman admitted all the charges in his show cause reply as also during enquiry there was no scope for the Enquiry Officer either to record his evidence separately or of the Management Witness and therefore the action of the Management and the Appellate Authority is not open to

challenge the same being in accordance with the provisions of the Employees Service Regulations.

5. On the basis of the above pleadings of the parties the following issues were framed.

#### ISSUES

1. Whether the reference is maintainable?
2. Whether the enquiry conducted by the Management was fair and proper?
3. Whether the order of dismissal from service was legal and justified?
4. If not, what relief the workman is entitled to?

#### FINDINGS

##### PRELIMINARY ISSUE No. 2

6. This issue has been taken up at the first instance as preliminary issue on the prayer of the parties.

On this issue the Management has examined the Enquiry Officer and the Presenting Officer as M.W. 1 and 2 respectively besides producing several documents including the enquiry proceedings file. The workman on the other hand adduced no evidence despite being provided with several opportunities. After closure of the evidence of the Management the workman except taking time did not come ultimately to adduce evidence for which his case was closed. However, he advanced necessary argument limiting it to the evidence elicited from the Management Witness and the documents produced by the Management.

7. Before dealing with the factual aspects, I would like to make it clear at the first instance for better appreciation of the case that the delinquent was charge-sheeted under the Staff Service Regulations 1980 while the entire domestic enquiry was conducted under the revised Regulations styled as "Officers and Employees Service Regulations 2001 (Revised)". The revised Regulations is found to have been passed with a saving clause in exercise of the powers conferred by Section 30 of the Regional Rural Banks Act 1976 (21 of 1976) by the Board of Directors of the Management in consultation with its sponsored Bank (Bank of India) and the National Bank of Agriculture and Rural Development and with the previous sanction of the Central Government. The various guidelines provided by the National Bank for Agriculture and Rural Development for the procedure to be adopted for Disciplinary Action in Regional Rural Banks, hereinafter referred as "guideline" has been referred and filed by the Management as part of the Regulations being followed by all Gramya Banks (RRBs) including the Management Bank.

8. Admittedly all the three charge-sheets were duly served to the workman. Evidently these charge-sheets were issued without any documents on the basis of which charges were framed. There is also no mention that the workman was offered to take the assistance of any of his co-worker to defend himself in the enquiry proceeding.

The Service Regulations both earlier and the amended are also silent wherever mentioning of such fact or supply of documents should form part of the charge-sheet. Rather the guidelines prescribes that it is not necessary to supply copies of documents or preliminary report or statement along with the charge-sheet but it should be supplied on request being made by the charge-sheeted employee. Similarly in regard to the engagement of defence representative the guideline prescribes that it is for the delinquent to write to the disciplinary authority or the Enquiry Officer proposing such representative as his nominee. Since the workman is found to have not availed of the above procedure by writing separately or in any of his three show causes which he had filed much before the commencement of enquiry, it can not be said that the enquiry was not conducted in accordance with the principles of natural justice.

9. The other allegations of the workman is that he was not supplied with a copy of the report of the enquiry officer. But since such report is given to the disciplinary authority either for his acceptance or for non-acceptance, the non-supply of such report either along with the dismissal order or some times earlier to that cannot be viewed otherwise in the absence of any rule to that effect in the Regulations of 2001, to say that the same has resulted in mis-carriage of natural justice.

10. It is further claimed by the workman that before passing the dismissal orders he was neither issued with any letters about the proposed/supposed punishment nor was he asked for a personal hearing before such punishment could be awarded. This claim of the workman is also found not supported by the Employees Regulations. Rather the Regulation is totally silent about such a concept of giving show cause notice or a prior notice for personal hearing. It is the settled law, that second show cause notice is not necessary after 44 amendment of the Constitution. Secondly there is no rule enjoining the Management to furnish a copy of the enquiry report. Therefore, there appears no force in the above contention of the workman.

11. In a case reported in LLJ-1988 Patna 222 it has been held that whether adequate opportunity was given to the workman or not depends upon the facts and circumstances of the case. When a charge memo was served upon the workman and he was asked to give his explanation and he actually availed of the opportunity and when the explanation amounts to admission of the charges, there is no obligation on the part of the Management to lead evidence in support of the charges. It has further been held that if the totality of the charges satisfies the court that the party visited with the adverse order has not suffered from denial of the reasonable opportunity, the court should decline to be punctilious or fanatical as if the rules of natural justice were sacred scriptures.

12. From the totality of the discussions made in the foregoing paras it is clear that there was no violation of the

sacred principles of natural justice. The three replies (Ext.-8, 9 and 10) given by the workman in response to charge-sheets show that by narrating his personal problems the workman having admitted all the charges had prayed for the mercy of the Management. The enquiry file also shows that when the Enquiry Officer questioned the workman on the various charges by reading out the same to him the delinquent-workman had agreed to all these charges leaving no room for the Enquiry Officer to proceed further to record the evidence of the Management Witness. The evidence adduced by the Presenting Officer also confirms the same. The proceedings dated 4-4-2001 (Ext.-4) which the enquiry officer has recorded on the date of commencement of enquiry shows that the workman had admitted all the charges saying "I am admitting all the 23 charges of irregularities contained in these charge-sheets framed against me. I was under mental tension during that period". The- said Ext.-4 further shows that the same contains the signature of the workman evidencing the above recording. It also shows that a copy of the above recording was supplied to the workman forthwith and it was received by him with an endorsement and signature. Therefore, I find nothing irregular in conducting the enquiry.

13. No doubt it is alleged in the claim statement by the Workman that he had neither given any show cause replies (Ext.-8, 9 and 10) admitting the charges nor had he confessed the charges before the enquiry officer. It is alleged that his signature was taken in different blank papers and it were utilized subsequently to manufacture Ext.-8, 9 and 10 as also the recordings of the enquiry officer marked as Ext.-4. But such of the plea of the workman does not inspire any confidence in as much as the same appears to have been cooked up at a belated stage for the purpose of this case. Ext.-13 to 13/6 are the correspondences which the workman had with his disciplinary authority after being dismissed from service. But none of these documents whisper a word supporting his above stand. Ext.-13/10 is his another letter which he had sent to Shri Ananta Chandra Sahu, General Manager-cum-Chairman (Acting) accusing him of taking his signature in several blank papers. But contrary to the same the enquiry officer (M.W.-1) has been confronted with a suggestion that he had taken the workman's signature on a blank paper and it was subsequently used as his explanation (Ext.-9). Except this neither MW.-1 nor MW.-2 have been questioned about his two other explanations marked as Ext.-8 and 10. Similarly though according to the letter (Ext.-13/10) of the workman Shri Ananta Chandra Sahu, the acting Chairman had taken his signature on various blank papers, the Presenting Officer M.W.-2) has been blamed by way of suggestion during trial that he had taken the signature of the workman on a pre-written papers and used it in the enquiry proceeding to show that he had admitted the charges before either enquiry officer. In view of the above varied stand of the workman it can not be believed that he had not admitted



to the chargesther in the show cause or before the enquiry officer and that these documents Ext.-8, 9, 10 and 4 are all stage-managed documents. Even otherwise a close scrutiny of these documents discloses that the same could not have been manufactured by the Management.

14. The confession recorded by the Enquiry Officer has no doubt not been recorded item-wise. But the evidence of the Presenting Officer shows that after the various charges were read out to the workman he had admitted to the same for which the enquiry officer had to record the same in the following words.

Q. — Whether you have gone through all the charges contained therein and understood them?

A. — Yes, I have read the charges contained in these charge-sheets and understood them.

Q. — Whether you are admitting all the charges (23 Nos.) framed against you?

A. — Yes, I am admitting all the 23 (Twenty Three) charges of irregularities contained in these charge-sheets framed against me. I was under mental tension during that period.

15. The show cause submitted by the workman in reply to the charge-sheet vide Ext.-8, 9 and 10 are found containing his voluntary admission to the charges with almost similar explanation and therefore, I find that the admission so made was voluntary.

16. It is true that after recording the admission in the above manner the enquiry officer had not recorded the statement of the Management Witness. But as held in the case reported in 11J-1988-Patna-222 (Supra), recording of evidence of the Management Witness after the admission of the workman is not warranted at all, especially when the Employees Regulations of 2001 by which the workman is guided is silent about such a procedure. Thus in conclusion it is held that there was no infirmity or violation of the principles of natural justice on the part of the enquiry officer and as such the enquiry is held to have been done in accordance with law and the procedures framed there under.

17. Accordingly this issue is answered in favour of the Management and against the workman.

#### ISSUE No. 1, 3 & 4

18. It is the settled law that under Section 11-A of the Act once the domestic enquiry is held to be good the court is to proceed with the materials on record to find out whether the punishment given was proper or not. Therefore, when in the instance case the fairness of the domestic enquiry has already been decided while dealing with preliminary Issue No.2 holding the same to be proper, it is needless to ask the parties to adduce further evidence on Issue No.3 and 4 as the same can be decided independent of the same with the materials available on records as per Section 11-A

of the Act. However as regards maintainability of the reference (Issue No.1), the status of the workman and of the Management having not been sincerely questioned by the Management and the said issue having been framed basing on a formal objection of the Management, the said issue is answered affirmatively.

19. Now coming to the question of quantum of punishment as given by the Management, it would be proper to repeat here that, the charge-sheets and the report of the enquiry officer as also the evidence adduced by the Management show that on several occasions the workman having resorted to similar kind of irregularities has misappropriated huge sum of money belonging to different customers while working in two different stations during 1994 to 1998. Considering the same I find that the punishment of dismissal as given by the Management under the signature of the Chairman of the Bank is just, proper and above board and as such the workman is not entitled for any relief.

20. Reference is answered accordingly.

N. K. R. MOHAPATRA, Presiding Officer

#### LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2nd PARTY—WORKMAN.

No witnesses examined on behalf of the 2nd Party—Workman.

#### LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2nd PARTY—WORKMAN.

No documents also exhibited on behalf of the 2nd Party—Workman.

#### LIST OF WITNESSES ON BEHALF OF THE 1ST PARTY—MANAGEMENT

M.W. No.1—Shri Prafulla Kumar Mohapatra

M.W. No. 2—Shri Dibakar Maharana.

#### LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY—MANAGEMENT

Ext-1— Order dated 14-3-2001 of Chairman & Disciplinary Authority, Baitarani Gramya Bank, Baripada appointing Enquiry Officer.

Ext-2— Order dated 14-3-2001 of Chairman & Disciplinary Authority, Baitarani Gramya Bank, Baripada appointing Presenting Officer.

Ext-3— Letter of notice dated 24-3-2001 issued to the workman by the Enquiry Officer Shri Prafulla Kumar Mohapatra.

Ext-4— Enquiry Proceeding on the Departmental Enquiry against Shri Bishnu Charan Panda.

Ext-5— Charge Sheet dated 11-3-2000.

Ext-6— Supplementary charge sheet dated 3-6-2000.

Ext-7— Supplementary charge sheet dated 8-12-2000.

- Ext-8— Show-cause reply dated 1-5-2000 of the workman to the Chairman and competent authority.
- Ext-9— Show cause reply dated 19-7-2000 of workman to the Chairman & Competent Authority.
- Ext-10— Show cause reply dated 13-1-2001 of workman to the Chairman and Competent Authority.
- Ext-11— Findings of the Enquiry on the Departmental enquiry on the allegations made against Shri B.C. Panda.
- Ext-12— Final order dated 21-4-2001 of the Chairman & Disciplinary Authority dismissing the workman from service.
- Ext-13— Letter dated 11-6-2001 of the workman  
Ext—13/1 to 13/10 - Letters dated 25-6-2001, 17-7-2001, 10-9-2001, 28-8-2001, 10-10-2001, 21-11-2001, 4-3-2002, 5-4-2002, 17-7-2002 and 17-7-2001 of the workman.
- Ext-14— Reply letter of the Management dated 10-7-2001.
- Ext-14/1— to 14/8 - Reply letters of the Management dated 10-7-2001, 27-7-2001, 28-8-2001, 3-10-2001, 18-2-2002, 5-3-2002, 4-6-2002, 30-11-2002, 13-12-2002.
- Ext-14/9— Minutes of Agenda Item No. 9 of Board Meeting held on 21-4-2003 (140th)
- Ext-15— Letter dated 14-3-2001 addressed to the Enquiring Officer by the Chairman, Baitarani Gramya Bank, Baripada.

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3590.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कामर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 66/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-11-2007 को प्राप्त हुआ था।

[सं. एल-12012/25/2006-आई. आर. (बी. II)]  
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3590.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2006) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, New Delhi as shown in the Annexure in the industrial dispute between the management of Oriental Bank of Commerce and their workmen, received by the Central Government on 29-11-2007.

[No. L-12012/25/2006-IR (B-II)]  
RAJINDER KUMAR, Desk Officer

**ANNEXURE**  
**BEFORE THE PRESIDING OFFICER: CENTRAL**  
**GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-**  
**LABOUR COURT-II, NEW DELHI**

**Presiding Officer : R. N. RAI**

**ID. No. 66/2006**

IN THE MATTER OF :—

Shri Anil Kumar Gupta,  
S/o Shri S. P. Gupta,  
R/o 109, Krishna Gali, Paharganj, Delhi - 55.

VERSUS

M/s. Oriental Bank of Commerce,  
H.O. : Harsha Bhawan,  
"E" Block, Cannaught Place,  
New Delhi-110001.

**AWARD**

The Ministry of Labour by its letter No. L-12012/25/2006 (IR(B-II) Central Government dated 20-7-2006 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Oriental Bank of Commerce in imposing the punishment of dismissal from service on Shri Anil Kumar Gupta w.e.f. 23-9-2003 is just, fair and legal? Whether the non-payment of due subsistence allowance is just, fair and legal? If not, to what relief the workman concerned is entitled and from which date.”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman has been employed as Cashier-cum-Clerk with erstwhile M/s. Punjab Co-operative Bank Limited since 1983 and after the merger of the bank with M/s. Oriental Bank of Commerce w.e.f. 1997, the workman became the employee of M/s. Oriental Bank of Commerce and continued working therein in the Clerical capacity till the date of his illegal dismissal w.e.f. 23-9-2003.

That the service record of the workman was neat and clean and during his entire service tenure earlier with M/s. Punjab Co-operative Bank Limited and subsequently with M/s. Oriental Bank of Commerce, the workman never gave any chance of complaint to either of the managements and worked with utmost sincerity and devotion.

That however the workman had been issued a false and fabricated charge-sheet dated 5-1-1998 for certain misconduct under BPS dated 19-10-1966 whereby the management leveled false, baseless and vague allegations against him with respect to the period as far back as 1990 onwards and he was placed under suspension with immediate effect.

That the workman submitted his detailed explanation dated 7-2-1998 refuting all the charges of misconduct and objected to the issuance of such a vague chargesheet. In

any case, the said charge sheet is highly belated, after thought and without jurisdiction and not sustainable / maintainable.

That the charges have been alleged to have been committed by the workman on or about the year 1990, whereas the chargesheet had been issued to the workman in the year 1998 i.e. after a lapse of 8 years. The charge-sheet of the management is, therefore, barred by limitation and is not based on equality and principles of natural justice. Serious prejudice has been caused to the workman in defending the charges due to lapse of long period of time i.e. 8 years. Even otherwise, there was no jurisdiction and authority vested with the disciplinary authority after a lapse of reasonable time in issuing the chargesheet, whereas in the present case the delay is of 8 years in issuing the chargesheet, which delay is fatal and the chargesheet is thus bad in law.

The said chargesheet is even otherwise not sustainable in respect of alleged charges pertaining to Jayant Fabricators and Khandelwal Textiles. The management had already recovered the amounts due in respect of the said accounts from other officials of the erstwhile management namely Shri I. N. Garg and Shri S.P. Bakshi. The management to protect the said officials foisted a false chargesheet against the workman which is not only highly belated, after thought and without jurisdiction.

It is pertinent to mention here that the chargesheet was issued with a pre-determined and pre-conceived mind as regarding some of the charges the management had already recovered some amounts without the consent of the workman with the allegations that he was guilty as such, the workman could not have been chargesheeted again on the same charges.

That the act of the management in dismissing the workman from the service of the bank is illegal, unjustified and colourable exercise of power. Not only the charges levelled against the workman were vague, but the inquiry conducted by the management was an empty formality conducted with a view to dispense with the services of the workman who was otherwise having an unblemished service record. As such, the dismissal order dated 23-9-2003 and the order of the Appellate Authority dated 08-7-2004 are not tenable in the eyes of law and besides non-payment of due subsistence allowance of 100% wages after one year of suspension, is also not just, fair and legal.

The management has filed written statement. In the written statement it has been stated that the departmental inquiry was conducted in consonance with the principles of natural justice and as per the rules applicable in the respondent bank, wherein full opportunity was granted to the workman to put up his defence. The evidence adduced in the inquiry by the parties was evaluated by the Disciplinary and Appellate Authority judiciously. The adequacy of the evidence cannot be looked upon in the departmental inquiry.

That the Hon'ble Court cannot act as an Appellate Authority over the findings of the Inquiry Officer. The commensurality of the punishment inflicted upon the delinquent employee by the competent authority is outside the purview of the ID Act.

That the issue of non-payment of wages during the period November, 1994 to November, 1997 is hopelessly time barred. The workman is estopped from raising the issues now, being highly belated and extraneous to the terms of reference. In any case, for the period November, 1994 to November, 1997, he did not perform his duties, thus, was not entitled to wages for the said period on the principles of "No work no Pay".

That the punishment of dismissal imposed upon the workman was legal, justified and commensurating to the gravity of charges upheld against him. In case, if the inquiry is held to be defective or vitiated on any ground, the management be given an opportunity to prove the charges in the court.

That allegation of bias, if any, has to be raised by the workman at the first possible instance. Having participated in the inquiry without raising even his little finger ousts the element of bias against the management.

That admittedly the workman indulged in unauthorized activities of opening and closing different accounts during the period enunciated in the chargesheet, withdrawing amounts from the accounts of different customers, impersonating them, blatantly violating bank norms which is not befitting of an employee of his stature. He was an employee of the respondent bank expected to act strictly within the ambit of powers vested with him. The workman was charged under the BPS by which his services were governed. The inquiry was held in consonance with the principles of natural justice wherein full opportunity was granted to him to put up his defence. His comments on the inquiry report were duly considered and after due application of mind, he was imposed the punishment of "Dismissal without notice from the services of the Bank". His appeal was duly considered and after due applicability of mind, it was dismissed. Admittedly his proved misconduct exposed the bank to peril and caused pecuniary loss to the bank. Financial irregularities by employees in a Banking Institution which stands on the grand norm of public faith, is a serious offence, required to be dealt with a heavy hand.

Recovery in the present case was an administrative process to align the account which had gone bad. Charge sheet was issued to him for misconducts committed by him. The two are independent processes which depend on different causes of action.

Heard argument from both the sides on the point of quantum of punishment.

It was submitted from the side of the workman that all the money unauthorisedly drawn by him has been

recovered. The bank recovered an amount of Rs.1,000 said to be drawn fraudulently by the workman in 1996. An amount of Rs.1,000 was recovered from the workman in regard to fraudulently entry in account No.3. Thus, the workman deposited the amount of Rs. 3,800 on 30-10-1996. In 1997 an amount of Rs.11,200 was recovered from the workman. It was submitted that the management cannot recover the amount and punish him by way of dismissal.

The bank has realized the money which has been withdrawn fraudulently. The bank is at liberty to recover the money fraudulently drawn by a workman. The management can further hold inquiry and punish the workman, so there is no jeopardy in inflicting the punishments on the workman.

It was submitted from the side of the bank that the Tribunal decided the preliminary issue regarding the fairness of the inquiry by order dated 17-9-2007 and the inquiry has been found valid.

The fairness of the inquiry has been decided as stated by the management as issue No. 1, that decision will form part of the award.

It was submitted from the side of the workman that the punishment is excessive. Seven charges have been framed against the workman and all the charges relate to fraudulently withdrawal of the money from different accounts. In such circumstances the workman has illegally withdrawn the amounts during his employment. The management has framed seven charges and all the charges have been found proved by the Inquiry Officer and the inquiry has been held fair.

It was further submitted from the side of the bank that the workman has not only misappropriated the money deposited by the customer but also by his acts damaged the fair image of the bank besides exposing the bank's funds to financial risk and loss. The acts of the workman are highly detrimental to the image, reputation and standing of the bank and it amounts to moral turpitude as such the bank has lost faith and confidence in his integrity, devotion to duty and his honesty, and he has become undependable and reliable for the bank therefore, cannot be continued in the service of the bank.

My attention was drawn to 2000 LLR 1271. It has been stated that Section 11 A—Powers of Labour Court of Tribunal to give appropriate relief in case of dismissal or discharge of workmen—Disciplinary action—Quantum of punishment—Discretion of Labour Court—Labour Court giving specific finding that charge of misappropriation and breach of trust established—It, however, setting aside dismissal order and ordering reinstatement with 25% back wages while imposing penalty of stoppage of 5 increments with cumulative effect—Unsustainable—Once act of misappropriation is proved, may be for a small or a large amount, there is no question of showing uncalled for sympathy and reinstating employee in service—Labour

Court cannot substitute penalty imposed by the employer in such cases.

In case of proved misappropriation there is no question of considering past record. It is discretion of the employer to consider the same in appropriate cases, but the Labour Court cannot substitute the penalty imposed by the employer in such cases.

It is necessary to mention here that while deciding the fairness of the inquiry, I have dealt with the issues of subsistence allowance and the prejudice caused to the workman. All the points have been discussed and decided regarding fairness of the inquiry. The workman was not paid full wages as he himself lingered the proceedings. These points need not be reiterated again. The workman has made several fraudulent entries and he has withdrawn fraudulently several amounts on several dates from several accounts. Such misconduct exposes the bank to peril and causes pecuniary loss to the bank. The bank is a financial institution. The financial irregularities are serious misconduct by the employees of a bank and the management has rightly dealt him with a heavy hand.

In the facts and circumstances of the case the punishment inflicted on the claimant is neither excessive nor disproportionate. The claimant is not entitled to get any relief as prayed for.

The reference is replied thus :—

The action of the management of Oriental Bank of Commerce in imposing the punishment of dismissal from service of Shri Anil Kumar Gupta w.e.f. 23-9-2003 is just, fair and legal. The non-payment of due subsistence allowance is just, fair and legal. The workman-applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 22-11-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बैंगलोर के पंचाट (संदर्भ संख्या 54/1988) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-12012/211/1988-डी-II (ए)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/1988) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial

dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 28-11-2007.

[No. L-12012/211/88-D-II(A)]

RAJINDER KUMAR, Desk Officer

# ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 8th November, 2007

### PRESENT

SHRI A. R. SIDDIQUI, Presiding Officer

C. R. No. 54/1988

#### I PARTY

Shri N R Dhananjayan,  
Sri Sai Nivas,  
9th Cross, 5th Main,  
Ganganahalli,  
Bangalore- 32

#### II PARTY

The Chairman &  
Managing Director  
Indian Overseas Bank,  
Post Box.No.3765, No.762,  
Anna Salai, Chennai-02

### AWARD

1- The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/211/88-D-II (A) dated 14th September 1988 for adjudication on the following schedule:

#### SCHEDULE

"Whether the action of the management of Indian Overseas Bank in dismissing from service Shri NR Dhananjayan is justified? If not, to what relief is the workman entitled?"

2. The management issued a charge sheet dated 16-11-1985 against the first party alleging that he committed the misconduct for having misappropriated a sum of Rs.5190 as indicated in Annexure -A and deposited the various items of the amounts paid to him by the borrowers belatedly as per Annexure -B. The management then issued additional charge sheet dated 18-1-1986 to the effect that in addition to the aforesaid amount of Rs. 5190 the first party also misappropriated a sum of Rs. 500 as shown in Annexure -A.1 and belatedly deposited the various amounts received from the borrowers as per Annexure-B1. The first party denied those charges paving the way for Domestic Enquiry resulting into the enquiry findings holding him guilty of the charges and then passed the impugned punishment order dismissing him from service.

3. The case of the first party workman, as made out in his Claim Statement, is that he joined the services of the second party management as Godown Keeper with effect from 10-01-1973. Though he was due for his promotion during December 1985, the promotion order was not issued on the alleged ground that the disciplinary proceedings were pending against him. The first party was working

sincerely and legally to the satisfaction of his superiors. But he was dismissed from service as per letter dated 8-12-1986 in pursuance of charge sheet dated 16-11-1985 and additional charge sheet dated 18-1-1986. After the receipt of the charge sheets the first party sent suitable reply and denied the charges and requested the second party to hold an enquiry. Thereafter, the first party was informed by notice of enquiry dated 26-2-1986 about the place and date of enquiry. The enquiry was started on 17-03-1986. The charge sheets issued had not contained the material particulars and the allegations are totally vague. The charge sheets are not accompanied with list of witnesses and list of documents. The enquiry officer did not conduct the enquiry in accordance with law and principles of natural justice. No presenting officer was appointed to conduct the enquiry. Hence the enquiry officer played the role of a prosecutor as well as a Judge which is contrary to the principle of natural justice. The enquiry was not conducted properly and adequate opportunity was denied. The first party was not examined himself as witness but his statement was recorded by the enquiry officer putting number of questions in favour of the management. Then the enquiry officer had given a finding which is totally perverse; that the dismissal order was not communicated to the first party; that he had preferred an appeal to the Appellate Authority. But without considering the various grounds urged in the appeal, the Appellate Authority had dismissed the appeal; that the dismissal of the first party by the second party is a clear case of victimisation and unfair labour practice. Therefore, the first party requested this tribunal to set aside the order of dismissal passed against him and to reinstate him in service with all consequential benefits.

4. The management by way of its Counter Statement among other things contended that it had issued two charge sheets dated 16-11-1985 and 18-1-1986 against the first party for misappropriation of a total amount of Rs. 5190. The charge sheets were elaborate and annexures were given to the charge sheet enabling the first party to understand the charges. The first party replied to both the charge sheets as per his letter dated 1-2-1986 denying all the charges. Since the explanation submitted by the first party was not satisfactory, the second party had ordered an enquiry into the charges levelled against the first party. One Mr. Madava Rao was duly appointed as Enquiry Officer as per Bipartite Settlement. He has conducted the enquiry in accordance with law and principles of natural justice. Conducting enquiry by an enquiry officer without any presenting officer is well merited under the Bipartite Settlement. The enquiry officer can act as a Prosecutor. The statement of the first party was properly recorded by the enquiry officer. After the proper enquiry, the enquiry officer has given his finding and found the first party guilty of charges. After considering the evidence on record and written summing up given by the defence representatives, the Disciplinary



Authority had issued show cause notice including the copy of the findings and sought for explanation from the first party regarding the punishment. The first party neither responded to the show cause notice nor appeared for the show cause hearing dated 8-12-1986 even though the said show cause notice was acknowledged by him on 29-11-1986. Then the Disciplinary Authority had passed an order dated 8-12-1986 confirmed the punishment proposed in the show cause notice and accordingly awarded the punishment of dismissal without any notice. Therefore, the management requested this tribunal to reject the reference.

5. On the basis of the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 13-2-1988 framed the following Preliminary issue:

“Whether the Second party proves that the Domestic Enquiry held by it in accordance with law.”

6. During the course of trial of the said issue, the management examined the enquiry officer as MW1 and got marked 19 documents at Ex.M1 to M19. The first party also examined himself and got marked in all 11 documents at Ex.W1 to W11. My learned Predecessor after having heard the learned counsels for the respective parties by his order dated 19-06-1989 answered the above said preliminary issue in favour of the management holding that the management has conducted the DE in accordance with law. Thereupon this tribunal by award dated 10-10-1997 rejected the reference with a finding that the action of the management bank in dismissing the first party workman from service is justified and that he is not entitled to any relief.

7. It would appear from the records that the first Party approached the Hon'ble High Court in WP No. 2781/98 challenging the orders of this Tribunal on DE as well as the award passed against him rejecting the reference. His Lordship of Hon'ble High Court sitting in single bench by order dated 03-11-2000 in WP No. 2781/1998, after having come to the conclusion that the DE which was conducted against the first party was vitiated and modified the award passed by this tribunal granting 3 years salary to the first party and aggrieved by the said order the management as well as the first party preferred appeals No. 3091/2001 and 1884/2001. Their Lordship of our Hon'ble High Court in Division Bench while allowing the appeal No. 3091/2001 filed by the first party and dismissing the WA No. 1884/2001 filed by the management remitted the matter back to this tribunal allowing the second party management to lead evidence on merits. The operative portion of the aforesaid order at para 12 runs as under :

“The order of the learned single judge in so far as vitiation of enquiry is accepted and the order of the learned single judge in so far it relates to granting three years salary is set aside. Matter is remitted back to labour court for rededecision on merits. Parties

are to appear without waiting for any notice on 21-3-2006 before the labour court. The labour court is directed to complete the proceedings within six months in the light of the age of the case without in any way being influenced by the earlier award/order of the learned Single Judge or this order.

8. It would appear from the records that aggrieved by the orders of the Hon'ble High court in the aforesaid Writ Appeals remanding the matter back to this tribunal for fresh disposal, the management preferred SLP to SC and that came to be dismissed by order dated 16-04-2007. Therefore, the matter was taken up for fresh hearing before this tribunal permitting the second party management to lead fresh evidence on merits. The management then adduced the oral evidence of 3 witnesses as MW2 to MW4 and in their evidence afresh got marked documents at Ex.M1 to M138, M139 series and Ex.M140 Series. Statement of MW2 in his examination chief is relevant to the 3rd charge leveled against the first party wherein he stated that after having visited the said Shri Kuri Boraiah on enquiry it was disclosed that the first party has withdrawn a sum of Rs. 2500 from his SB account without his knowledge as per the withdrawal slip at Ex.M.1 and complaints of said Kuri Boraiah to the above effect at Ex. M2 & M4 and the statement of the first party on that is at Ex.M3. MW3 Shri P. M. Maragal, Branch Manager who was said to be working at Kondlahalli Branch as Agricultural Officer between September 1984 to August 1985 is to the effect that during the course of his inspection regarding a small loan application of Smt. Susheelamma, it was found that her husband, G. Thimmappa had made a payment of Rs. 300 as on 31-07-1985 as per the loan card issued in his favour. On comparison of the bank records, it was found that that amount was paid under loan SL 138/84 and remittance was made on 26-06-1985 for Rs. 200 but said remittance was not found mention in the relative ledger folio. He then referred to other loan repayments made in respect of SL 171/84 and vouchers dated 14-03-1985, 31-5-1985, 11-6-1985 and 11-7-1985 all in the handwriting of the first party and those, amounts were actually paid by the customers on 12-3-1985, 16-5-1985, 10-6-1985 and 10-7-1985 respectively. He then referred to the loan card of IRDP/SL/57/84 of one Smt. Palamma wherein there was an entry of Rs. 200 dated 2-7-1985 in loan card. He then stated that this payment of Rs 200 has no relative entry in the ledger. He further stated that he also noticed the irregularities in respect of other five accounts of loan, details of which he gave at Para 5 of the affidavit stating that all those entries in the loan cards are in the handwriting of the first party but the payments made as per those loan cards have not been accounted in the relative ledger of the bank. He then stated about the complaint made by said Kuri Boraiah about the withdrawal of Rs. 1500 from his SB account by the first party and referred to another letter of

Kuri Boraiah dated 11-10-1985 at Ex. ME-4 marked in the enquiry. Then we have got the evidence of MW4 Shri Nagaraja Rao said to have made a detailed investigation into the various irregularities and the alleged misconduct committed by the first party. This witness has given a very detailed statement of facts referring to the rest of the loan cards and the vouchers bearing the entries made in the handwriting of the first party and initialed by him accordingly. In this way the witness has spoken to about 45 such documents which includes, loan cards and vouchers of various customers who had availed the small loan from the bank and had made repayments on different dates bearing testimony by loan cards. He has also spoken to the complaints/letters made by those customers to him during the course of investigation making the complaints that the amounts paid by some of them was not at all remitted with the bank and that the amounts paid by some of the customers was entered and remitted with the bank belatedly. In the further examination chief of MW3 the documents which were marked during the course of enquiry as Ex. ME3, ME7 to 22 and ME 30 and ME 31 were marked before this tribunal at Ex. M5 to M 23 respectively. In the further examination chief of MW4 the documents which were marked during the course of enquiry at Ex. ME 33 to ME147 have been marked before this tribunal at Ex. M24 to M138. The aforesaid documents namely, Ex. M5 to M138 include the loan cards issued to the customers in question, the challans prepared by the first party under his handwriting, the complaints given by the customers to the Investigation Officer MW4 and the other documents marked on behalf of the management at Ex. ME 139 series and ME 140 series are some other challans and the various letters/applications including his appeal memo sent to the management subsequent to the dismissal order passed against him.

9. On his behalf the first party filed his affidavit evidence reiterating the various contentions taken by him in his claim statement. On page 5 of his affidavit the first party has given the details as to how the procedure for repayment of the loan is to be made by saying that for the payment a challan has to be filled showing the amount, name of the party, and has to be signed by the party and then there will be a counter foil to the challan in respect of the loan amount, once again showing the above said particulars, it is thereafter the amount will be paid to the cashier for corresponding entries in the Cash Scroll bearing bank seal to be passed to the officer who sits next to the cashier and then the officer will enter the scroll in the scroll register and then scroll goes to the loan department and it is thereafter the counterfoil will be given back to the customer and then there will be an entry made in the borrower's card (loan card). On page 7 of the affidavit the first party says that the management has not produced before this tribunal the cashier scroll, officer scroll and the ledger entries which are relevant documents to prove the fact of repayment of

the loans by the borrowers. Then he stated that he made certain entries with regard to the customers whose borrowers card have been produced and they show that along with him the other staff have also made entries on different dates and he also put initials along with other staff and therefore, he did not misappropriate any amount shown in the charge sheet. On page 8 he says that all the amount shown in the borrowers card and the dates mentioned therein have been deposited by the customers and there are corresponding entries to the above effect in the cashier scroll, officer's scroll and loan ladders. He then denied the allegation that he has withdrawn the money of Rs.1500/- belonging to the said Kuri Boraiah from his SB account on 22-07-1985.

10. I would like to come to the statements of MW2 to MW4 and the first party in their cross-examination and the aforesaid documents as and when it is found relevant and necessary.

11. Learned counsel for the Management Smt. Kasturi submitted that the oral as well as written arguments. In her Written arguments while giving the gist of the facts leading to the dismissal of the first party and the enquiry, conducted against him before the dismissal order was passed and so also the litigation taken up before the Hon'ble High Court by way of Writ Petition, Writ appeal, the statement made by the first party in his cross examination as well as the statements of MW2 to MW4 made by way of oral testimony as well as affidavit evidence were repeated. At para 14 & 15 of her written arguments she referred to the statement of the first party in his cross examination wherein, he has shown ignorance if certain entries in the loan cards of the customers and the failure on his part to make relevant entries in the concerned bank records though admittedly he worked as a cashier and was responsible for the entries to be made in the loan cards as well as in the relevant bank records. There is also a contention that as per the letter at Ex. M3 written by the first party, he has admitted that an amount of Rs.1500. was withdrawn for his sake. Therefore, these admissions and the documents produced before the court would go to establish the charges of misconduct committed by the first party and therefore, it is not a case fit for interference under Section 11A of the ID Act. Then the written arguments refer to the following 9 decisions produced by the learned counsel vide list dated 20-09-2007.

1. 2005(4)LLN Page 1
2. 2003(4) SCC Page 364
3. 1996(2) LLN page 92 ..
4. 2006(3) SCC page 150
5. 2003LLR page 164
6. 1994 ILLJ page 233 .
7. 1995 ILLJ page 1076
8. 2006 7 SCC page 212
9. 2005(6) SCC page 321

12. Whereas, learned counsel for the first party in his arguments vehemently contended that the charges leveled against the first party as per the charge sheets should have been proved by the management only by way of the documents namely, the Cashier Scroll, Officer's Scroll and the ledgers maintained by the management bank. His argument was that if these documents were produced they could have established the fact as to whether the amount which was received by the first party by way of the entries made in the loan cards, challans etc. and was not deposited with the bank at all or in some cases was deposited it belatedly and since these documents are held back by the management bank, the evidence produced before this tribunal will not help the management to substantiate the above said charges. He submitted that as far as the 3rd Charge leveled against the first party that he had withdrawn a sum of Rs.1500 from the SB account of said Kuriboraiah, the very withdrawal slip at Ex.M1 will speak to the fact that it was the withdrawal slip signed by the said customer on its face as well as on its back and that it was the amount withdrawn by the customer himself and that to speak to the said fact rather the said charge the only competent and best witness was Mr. Kuriboraiah and since he is not before this court, said charge is to be answered in the negative. His last submission was that there is no charge against the first party that he did not make the entry of the challan in the cashier scroll or that he did not pass the counterfoil. He then submitted that the first party is already 59 years old and therefore, even if some of the charges are established against him, a lenient view may be taken exercising the powers under Section 11A of the ID Act.

13. I find substance in the arguments advanced for the management. As far as the two charges of misconduct leveled against him namely his misconduct of misappropriating the amount of Rs. 5190 and Rs. 500 as per the charge sheet dated 16-11-1985 and 18-01-1986, by not crediting the same with the bank accounts and the charge leveled against him that he deposited various items of the amounts received by him from the customers with the bank, belatedly. As far as Charge No.3 that he withdrew a sum of Rs.1500 on 22-07-1985 from the SB account of said Kuriboraiah is concerned, I must record a finding to the effect that this charge is not established against the first party. As noted above, in order to substantiate the aforesaid charges No.1 & 2 the management examined two important officers of the bank namely, MW3 and MW4. MW3 was said to be working as Agricultural Officer in Kondlehalli branch during the relevant time and as noted above, he has given the details of certain loan cards wherein, the entries have been made in the handwriting of the first party but the amount has not been accounted in the records of the bank namely, the ledger maintained by it. Likewise, MW4 in his affidavit evidence has spoken the various transactions with reference to the loan cards and the entries made therein, the vouchers in the handwriting

of the first party and the complaints made by various customers namely, the borrowers of the loan with the bank giving details of repayment of their loan amount from time to time bearing the entries in the handwriting of the first party along with the initials. If we come to the statement of MW3 in his cross examination who has spoken to the documents at Ex. M5 to M23 including the loan cards, challans etc. it is to be noted that not a single suggestion was made to this witness denying his affidavit evidence with reference to the above said documents. In his cross examination it was just elicited from him the procedure to be followed by the bank when certain amount is deposited in the bank. It was elicited that the payments made by the borrower shall be reflecting in the challan in the scroll and in the concerned registers and the cashier cannot make any entry in the card. It was elicited that the loan amount paid by the borrowers whose names are given in the affidavit and entries are found in the aforesaid loan cards must have corresponding entries in the aforesaid records of the bank with respect to the date of payment made by them and in case, one goes through the aforesaid documents namely, the cash scroll, the Officer's scroll and the loan ledger, the payment made as per the loan cards should be found therein. The suggestion made to the witness that the aforesaid records of the bank will disclose the payments made by the borrowers as per the loan cards has been denied. A last suggestion was made to this witness saying that the first party has not signed all the loan cards in question and some of the signatures found on those cards are not his signatures and that was the suggestion denied. During the course of cross examination of MW4, it was elicited that he did not meet each and every borrower whose names are mentioned in the affidavit and that he has verified the bank records such as Cashier Scroll, Officer's Scroll and the Loan Ledgers with reference to the payments made in the loan cards of the said borrowers. He denied the suggestion once again made to the effect that the payment as shown in the loan cards do find entries in the aforesaid records and those payments have been made in the aforesaid bank records on the very same date they were made as per the loan cards. He denied the suggestion that those records are held back by the bank to suppress the fact. Here again there has been no suggestion made to MW4 denying a single transaction and the statement of the facts narrated by the witness with respect to the various transactions. Therefore, in the statements of cross examination of MW3 & MW4, the only thing which was brought out was the defence of the first party that the documents maintained by the management bank namely, the cashier scroll, officer's scroll and loan ledger will be disclosing the fact that the payments made by the borrowers as per the loan cards have been reflected in those documents and that those documents have been held back by the bank to suppress the fact. Therefore, without denying and disputing the statements of facts with respect to the various transactions pertaining to the loan cards, challans



and other documents, the first party infact, indirectly, admits those transactions as found in the loan cards as mentioned in the challans and as mentioned in the various complaints filed by the customers to the above effect. His defence that the documents with the bank namely, the Cashier scroll, officer's scroll and loan ledger infact, will reveal the entries of the payments made by the borrowers as per the entries made in the loan cards must lead to an inference that he received the amount as per the loan cards and then made the relevant entries by passing a cashier scroll followed by officer's scroll and the entries in the loan ledgers. Now, the question arises as to whether the management in not producing those documents has made an attempt to suppress the facts. The plain answer to the said question would be in the negative. Firstly, for the reason that not a single document or the transaction as found mentioned in the affidavits of MW3 & 4 have been denied and disputed by the first party as noted above. The documents to which the first party wants to take help of not being produced by the management will not be the evidence in a positive sense. Infact, these are the documents by way of negative evidence. It just cannot be believed that despite the transactions recorded in the aforesaid documents maintained by the bank with reference to the entries made in the loan cards, the management thought of implicating the first party workman in the charges of misconduct leveled against him. That apart, the first party has come up with the present defence only by way of suggestion to the aforesaid two witnesses and by way of his affidavit before this tribunal having not taken such a defence either during the course of enquiry, by way of claim statement before this tribunal or by way of his appeal preferred against the dismissal order by him. Therefore, the defence taken by the first party that those documents will be disclosing the payments made as per the loan cards bearing his signatures (initials) and his handwriting being an after thought and an improved version is liable to be rejected on its face itself particularly, in the light of the admissions made by the first party in respect of certain documents during the course of his cross examination. In his cross examination it is very interesting to note that when a suggestion was made to him that he made certain entries in the loan cards of the customers and failed to make relevant entries in the concerned bank records, he comes with an answer that he did not know if he has done so. When he was confronted with the documents at Ex. M14, the loan card in the name of one customer by name Pallamma he admitted that the entry of name made is under his handwriting but he is not sure about the entries therein under his handwriting while admitting the fact that he was the cashier at the relevant point of time. When confronted with the vouchers at Ex. M 1 to M 135, the first party admitted that they are under his handwriting but with a rider that the amount mentioned therein has not been paid. Further he admitted that the relevant loan cards as per the aforesaid vouchers are at Ex. M100, 102, 103, 109 & Ex. M111

which show the entries of the payments made by the borrowers. Now, with regard to the belated payment, he was to admit that for some of the amount received, he has made the entries in the bank records on the following day and in some cases may be after two to three days of the receipt of the amount. The fact that he made the entries in the loan cards of the borrowers putting his initials infact, as noted above, in his affidavit on page 7, he himself made the admission to say that he made certain entries with regard to the customers whose borrower cards are produced before this court. He made this admission with a rider that he made those entries along with other staff of the bank on different dates and put his initials along with them. This admission on the part of the first party once again makes it abundantly clear that he is not disputing the various entries made by him in those loan cards which show the various payments made by the borrowers against the loan taken from the bank. One more important and crucial admission made by the first party during the course of his cross examination is that the 10 challans marked at Ex. M41 series when confronted with him he was to admit that those challans are under his handwriting in the name of various customers and that they are all loan repayment challans brought to him by the customers and written by him at their instance. It is not in dispute that the aforesaid challans showing the amounts paid by the borrowers as per the loan cards have not been taken into account of the bank and that they are not supported by cashier scroll or the officer's scroll. Therefore, the cumulative effect of the various admissions made by the first party in his affidavit as well as in his cross examination and in view of the fact that the various averments made in the affidavits of MW3 & 4 speaking to the loan cards in question with reference to the challans etc. have not been challenged and disputed by the first party, the only conclusion to be drawn by this tribunal would be that the charges of misconduct levelled against the first party under the aforesaid two charge sheets for not crediting the amount of Rs. 5190 and Rs. 500 as shown in the aforesaid two affidavits, details of which are given as per Annexure -A and Annexure -A 1 respectively have been very much established by the management. Likewise, the details shown in various transactions as per the Annexure B & B1 with respect to the charge of misconduct committed by the first party for having made the credit entries belatedly have also been proved by the management in the oral testimony of the aforesaid two witnesses and the documents corroborating their evidence coupled with the admissions made by the first party.

14. Now, coming to the 3rd charge against the first party that he withdrew a sum of Rs.1500 from the SB Account of the said customer Kuriboraiah without his knowledge playing fraud upon him by taking his signature on a bank withdrawal slip, I must say that the management has not proved this charge by sufficient and legal evidence. The withdrawal slip produced before this tribunal at Ex.

M1 not only bears the signature of Shri Kuriboraiah on its face but also on its back. Though there some complaints said to have been made by said Kuriboraiah have been marked at Ex. M2 & M4 suggesting to the fact that he did not receive the amount under the said pay slip and that his signature was obtained by the first party on some form but these complaints as such cannot be taken to be the proof of the matter. Having regard to the fact that the said customer signed the withdrawal slip on its face as well on the back as required under the rules of the bank, the only best and trustworthy evidence would have been the very statement of said Kuriboraiah before this tribunal. There is absolutely no explanation offered by the management as to what prevented it in not producing the said witness before this tribunal to testify to the fact of withdrawal of the amount under the said withdrawal slip. Therefore, I must record a finding to the effect that first two charges as noted above, have been proved against the first party and at the same time 3rd charge fails to be established.

15. Now a question arises as to what punishment the first party deserves for having committed such grave misconduct. The various decisions cited on behalf of the management are to suggest that in the cases like one on hand, where money was deposited by the account holder was not deposited with the bank by the cashier concerned and that he made a false entry in the pass book of the account holder, punishment of dismissal against him will be justified. There are also decisions on the point that in the cases where the misconduct of misappropriation of the fund has been committed by the Clerk or the cashier of the bank in the due course of his business they deserve no punishment lesser than the punishment of dismissal, the bank having lost its confidence in such an employee. However, under the facts of the present case, there emerges a very strong circumstance against the management rather a circumstance mitigating in favour of the first party not to invite the extreme punishment of dismissal against him. The fact that the bank in the present case to recover the loan amounts from the various borrowers has adopted a practice and procedure not known to the rules and regulations of the bank by issuing loan cards to the customers to get entry of the payment in those cards by the cashier concerned, in my opinion is the circumstance giving a long rope and wide scope to the first party indulging in the malpractices as alleged against him. If a proper and established practice as per the rules was to be followed by the bank in receiving the payments from the borrowers under a written challan against the counter foil to be issued by the cashier then there would not have been any scope or temptation for the first party in committing the misconducts now alleged against him. Therefore, for the misconducts/irregularities committed by the first party not at all taking into credit certain payments made by the borrowers into the bank accounts and in some cases making the entries in the bank accounts belatedly not only the

first party should be blamed but also the management bank for not following the correct and legal procedure and the practice followed under the bank rules under normal course.

16. Therefore, in the light of the above facts and taking into account the undisputed fact that the first party is now about 59 years old, it appears to me that ends of justice will be met if the first party is given the punishment of Compulsory Retirement so that he could get some service benefits under the said scheme. Hence the following award:

#### AWARD

The first party is ordered to retire from his services compulsorily w.e.f. the date of original punishment of dismissal order passed against him. He shall get his service benefits subsequent to the date of the said punishment order. No orders to cost.

(Dictated to PA transcribed by her corrected and signed by me on 8th November 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 16/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-12012/192/2002-आई आर (बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 28-11-2007.

[No. L-12012/192/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT,  
BANGALORE-560022

Dated : 2nd November, 2007

PRESENT

Shri A. R. SIDDIQUI, Presiding Officer

C. R. No. 16/2003

**I PARTY**

M. R. Vernekar,  
Sathyanarayanapet,  
Mestri Balappa Complex,  
Kampli,  
Bellary-583132

**II PARTY**

The Assistant General Manager,  
Syndicate Bank,  
Zonal Office, IRC,  
Gandhinagar,  
Banglore

**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/192/2002, (IR (B-II) dated 22nd April 2003 for adjudication on the following schedule:

**SCHEDULE**

"Whether the action of the management of Syndicate Bank is justified in dismissing the service Shri M. R. Vernekar, Clerk w.e.f. 29-08-2001? If not, what relief he is the workman entitled to?"

2. A charge sheet dated 30th January 2001 along with the details of the transactions came to be issued against the first party as under:

**Charge sheet**

That you were functioning as Clerk-I temporary special Assistant at our Kampli branch since 3-9-1998 until you were placed under suspension by the Disciplinary Authority vide order No. SUSPN/2000/6 dated 6-10-2000 for the reasons stated therein, that while working in your position as such.

I. Between 2-5-2000 and 16-9-2000 you have fraudulently made fictitious credit aggregating to Rs.16,92,180 in 30 SB accounts of Bank's clients/your associates/relatives and caused withdrawals thereof.

II. You were engaged in canvassing membership/ deposit from bank's clients, public relatives of staff members etc under money multiple/gift scheme of M/s. Indian Green Glory Services Pvt. Ltd. Bangalore.

III. (a) You got discounted at Kampli branch, 4 self cheques aggregating to Rs.45,000 drawn on your SB account NO.19613 at Super Market Branch, Hubli without maintaining sufficient balance and

(b) You have misutilised sundry advance and leave encashment under LTC extended to you during October 1999 and January 2000."

3. The first party in response to the charge sheet, wrote to the management not to hold enquiry as a criminal case is pending against him on the same set of charges in a competent court of law and any stand taken by him in the DE will affect his defence in the criminal case. Thereafter, he approached the Hon'ble High Court challenging the charge sheet by filing a writ petition and that came to be dismissed. Thereupon, he faced the enquiry and on the conclusion of the enquiry, enquiry findings were submitted holding him guilty of the aforesaid 3 charges leveled in the charge sheet. He was given opportunity of personal

hearing and thereafter was dismissed from service w.e.f. 29-08-2001.

4. The first party by way of his claim statement before this tribunal challenged the enquiry proceedings on several grounds including the ground that it was conducted behind his back against the principles of natural justice without giving him an opportunity to engage the services of a lawyer. He also challenged the enquiry findings as suffering from perversity and on the ground that the evidence was recorded during the course of enquiry behind his back and that the oral as well as documentary evidence produced during the course of enquiry was not legal and sufficient to hold him guilty of the charges. He also challenged the dismissal order as illegal and unjust and the order of the appellate authority upholding the dismissal order on the ground that it was passed mechanically without application of the mind. He requested this tribunal to set aside the dismissal order passed against him and to reinstate him in service along with back wages and continuity of service and all other consequential benefits.

5. The management by its counter statement however, asserted and maintained that the enquiry proceedings conducted against the first party were in tune with the principles of natural justice and that there was no wrong committed by the enquiry officer in conducting the enquiry *ex parte* after he was afforded sufficient and reasonable opportunity to participate and to defend in the enquiry proceedings. The management also contended that the findings of the enquiry officer are very much based on sufficient oral and documentary evidence and supported by cogent and valid reasonings. The management further contended that the disciplinary authority committed no wrong in accepting the enquiry findings and passing the impugned punishment order of dismissal from service keeping in view the seriousness and gravity of the misconduct committed by the first party and ultimately requested this tribunal to reject the reference.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 24-08-2004 framed the following preliminary issue. "Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper".

7. During the course of trial of the said issue the management examined the enquiry officer as MW1 and whereas, the first party did not step into the witness box. Then the matter came to be posted for hearing of the arguments. On 13-11-2006, when the case was taken up for hearing, learned counsel filed a memo retiring from the case for want of instructions and copy of the 'acknowledgement due' served upon the first party. Therefore, learned counsel for the second party was heard in the matter and by order dated 1-12-2006 this court recorded a finding on the above said preliminary issue to the effect that the enquiry held against the first party by the second party is fair and

proper. On 16-3-2007 learned counsel for the second party was heard on merits and whereas, there was no representation for the first party. However, the matter came to be posted for arguments to be advanced on behalf of the first party from time to time till 30.7.2007 on which date again the first party remained absent without any representation and further arguments of second party were heard. Once again the case was posted for arguments adjourning the matter twice but the first party did not choose to appear nor made any representation and therefore, the matter was posted for award.

8. Keeping in view the finding recorded by this tribunal on the validity and fairness or otherwise of the enquiry proceedings, the only two points to be considered are with regard to the alleged perversity of the findings and the quantum of the punishment. As noted above, learned counsel appearing for the first party retired from the case for want of more instructions and whereas, the first party who was served with the letter of learned counsel intimating him his desire to retire from the case did not appear before the court, nor made any efforts much less representation to this tribunal on his behalf. Therefore, as the things stand, there is no arguments on behalf of the first party to point out any legal or factual infirmities in the findings of the enquiry officer so as to term the same as perverse and arbitrary. Even otherwise on the safer side, this court thought itself to go through the findings of the enquiry officer so as to find out any legal or factual defect committed by the first party in recording the findings. A perusal of the enquiry findings and the evidence produced during the course of enquiry would disclose that as many as 536 documents were produced during the course of enquiry and the oral evidence of 3 witnesses as MW1 to MW3 was pressed into service on behalf of the management. While discussing the oral testimony of MW1 coupled with the documents at Ex.MEX.1 to MEX 344 on pages 32,33 & 34, the learned enquiry officer observed and gave the following reasonings in coming to the conclusion that charge No.1 as framed against the first party that he fraudulently made fictitious Credit entries aggregating to Rs.16.92 lakhs in 30 SB accounts of customers/his relatives/associates and caused withdrawals of the same has been proved beyond any reasonable doubt.

“The oral and documentary evidence adduced before the enquiry forum reveals that Shri M.R. Vernekar, the CSE had financial dealing with the customers/his relatives and associates. Some of them have given letters to this effect. He had heavily borrowed moneys from them. Having failed to repay, the CSE made fictitious credit entries in their accounts, increased the balance and allowed them to withdraw moneys to the tune of Rs.16.92 lacs. In the process and to suppress his fraudulent acts he falsified branch records by showing the credits as by way of cash, LSC, PD, VCC, DD etc. and also altered the figures in balancing books. He forged the initials of other officials of

the branch. His handwriting and initials have been identified by MW2 another staff of the branch. The CSE committed fraud, misled the authorities committed breach of trust and misappropriated bank's money. The CSE had dishonest intention and was not loyal to the institutions. The evidence adduced by the MWs are not in dispute. When the CSE was supplied with the averments/depositions of MWs, he did not deny his involvement and role play in the above fraudulent transactions. Thus the management side case gone on record unrebutted. The evidence of MW1 & MW2 corroborate with each other. Further the CSE himself has confessed his involvement and reimbursed a sum of Rs 4.00 lakhs on 9-11-2000. In the above circumstances, I find that the charge framed against Shri MR Vernekar of having fraudulently made fictitious credit entries aggregating to Rs.16.92 lacs in 30 SB accounts of the bank's clients/his relatives/associates and caused withdrawals of the same has been proved beyond doubt.”

9. While discussing the documents from Ex.MEX 382 to 411, MEX 422 to 430, MEX 437 to 454, MEX 455 to 533 and the oral testimony of management witnesses, the learned enquiry officer on page 36 of his findings observed and gave reasonings on Second Charge as under :—

“The above circumstances amply establish the role played by the CSE in the above gift scheme. It is to be observed that Rs.950 being the admission charge for one new member, the CSE has canvassed 12 new members during the above period. It is also observed from MEX 382 to 533 that during the period from 6-9-2000 to 29-9-2000 the gift amounts aggregating to Rs.1,42,650 have been sent to various members of the club by the CSE and some of them are clients of the bank. The role played by CSE shows that he was engaged in some business and canvassed membership/deposits from clients of the bank for the benefit of IGS, Bangalore and its members at the cost of the bank. Therefore, charge No. II is conclusively proved”.

10. Likewise while discussing the rest of the documentary evidence and the testimony of aforesaid witnesses on Charge No. 3 he assigned the following reasonings on page 38 as under:—

“The above evidence clearly establish that the CSE was in the habit of discounting cheque without maintaining sufficient balance and that during the period from January 2000 to June 2000 on 4 occasions, he discounted cheques for Rs 45,000 without sufficient balance. Again the sundry advance of Rs. 25,000 availed by him on 1-10-1999 and leave encashment of Rs. 11,964/- for the purpose of availing LTC was returned by him on 17-12-1999. Again during February 2000, he availed sundry advance of Rs.6,000/- and leave encashment of Rs. 12,174/- which he returned to the bank after some time. Once again during April 2000 he availed Rs. 7500 as sundry advance and encashment of PL and submitted LTC bills belatedly on 1-8-2000. The above conduct of

the CSE shows that he was in the habit of misusing bank's money for personal purpose. Further such conduct of CSE availing sundry advance and leave encashment but not proceeding on LTC and discounting of cheques without sufficient balance amount to misappropriation of bank's money.

In these circumstances the third charge of doing acts prejudicial to the interest of the bank is proved beyond doubt."

11. While summing up the findings, he made the following observations: "From the above analysis of evidence, it is evident that Shri MR Vernekar, the charge sheeted employee was highly financially indisciplined and was living beyond the means of his salary. The available evidence shows that he was highly indebted and to overcome his financial problems by misusing his official position, he made money and derived pecuniary advantage at the cost of the bank in unlawful and fraudulent manner exposing the bank to huge financial loss. The acts committed by the CSE constitute forgery, falsification of records, fabrication of false evidence, cheating, breach of trust, misappropriation and various other offences. Such attitude of CSE is dangerous and detrimental to the interest and survival of the Institution."

12. Therefore, as could be read from the evidence and the reasonings given by the learned enquiry officer, the aforesaid charges of misconduct leveled against the first party have been proved by way of sufficient oral and documentary evidence in fact, the evidence produced by the management during the course of enquiry orally as well as through documents has gone unchallenged and uncontroverted as the first party failed to attend and participate in the enquiry findings for the reason best known to him. Therefore, the findings of the enquiry officer since are based upon sufficient and legal voluminous evidence in turn supported by valid and cogent reasonings, by no stretch of imagination it can be said that they suffered from perversity in any way so as to be interfered at the hands of this tribunal.

13. Now, coming to the quantum of the punishment. As could be seen from the charges of misconduct leveled against the first party and proved during the course of enquiry they were very serious and grave in nature involving moral turpitude of misappropriation of management bank fund to the tune of Rs.16.92 lakhs. The manner in which the first party made fictitious credit entries in the SB accounts of several bank customers to whom he owed huge debts and then allowed them to withdraw the amount from the bank as if the amount was credited by them, will tell the tale upon the fact that he indulged in these nefarious activities fraudulently to hoodwink the management bank working as a cash clerk cum special assistant. He being the custodian of the bank records and went on making false and fraudulent credit entries in the SB accounts of the several customers by himself and then caused with-

drawals of those amounts by the customers thereby causing huge financial loss to the bank, such an employee having lost his confidence in the management can never be allowed to remain in service any more. Therefore, the punishment of dismissal imposed upon him was quite commensurate and proportionate to the gravity of the misconduct committed by him and hence the reference deserves to be rejected hence the following award:

#### AWARD

The reference is dismissed. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 2nd November 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3593.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब व सिन्ध बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 15/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2007 को प्राप्त हुआ था।

[सं. एल-12012/15/2003-आई आर (बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3593.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Punjab and Sind Bank and their workmen, received by the Central Government on 27-11-2007.

[No. L-12012/15/2003-IR (B.II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SRI R. G. SHUKLA PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR**

**Industrial Dispute No. 15 of 2003**

In the Matter of Dispute Between

Suresh Kumar  
C/o Sri B. P. Saxena,  
426 W.2 Basant Vihar,  
Kanpur.

And

The Manager  
Punjab & Sindh Bank  
Extension Counter Katariya Complex  
Sarojini Nagar, Kanpur.



**AWARD**

1. Central Government, MOL, New Delhi, *vide* notification No. L-12012/15/2003-IR (B-II) dated 20-5-03, has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Punjab & Sind Bank, Kanpur in terminating the services of Sri Suresh Kumar w.e.f. 2-1-2002 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. It is common ground that the workman was engaged by the opposite party bank and he was paid his wages at Rs. 45 per day. It is also common ground that the services of the workman were dispensed with by the opposite party bank w.e.f. 2-1-02.

3. It is the case of the workman that despite the fact that he worked as peon in the bank, opposite party bank instead of making payment of wages at full scale rate used to pay the workman on daily rate basis. It is also admitted by the workman that no appointment letter was issued in his favour by the bank. Bank has also violated the provisions of Section 25F of Industrial Disputes Act, 1947, in as much as he has not been offered either notice, notice pay and retrenchment compensation by the bank at the time of dispensation of his service having regard to his admitted working which was more than 240 days of continuous service. It has also been alleged by the workman that after his termination the opposite party bank appointed one other person by name Sri Pradeep Kumar Tiwari.

On the basis of above pleadings it has been claimed by the workman that the action of the opposite party bank is an Unfair Labour Practice and that the action of the management be declared as illegal and unjust and he be directed to be reinstated in the service of the bank with all back wages, continuity of service and other consequential benefits.

4. On the contrary the claim of the workman has been denied vehemently on variety of grounds inter alia alleging that for providing regular and permanent employment in the bank there is set selection process and no person can be allowed to in the employment of the bank without undergoing through selection process. It is admitted by the bank that it may be necessary to engage on a purely temporary and adhoc basis some persons from time to time. It has been denied by the bank that it ever terminated the services of the workman and that any termination order was issued by the bank. The workman was never employed by the bank as a regular employee. His status was as a casual employee for undertaking casual job. It has also been alleged that no officer or manager has any right or authority to appoint any employee therefore there is no question of appointment of the applicant concerned. Applicant is not a workman as defined under Section 2 (s) of the Act being a casual labour. Bank has also disputed the continuous working of the applicant during the period 25-6-98 to 2-1-02. On the basis of above pleadings it has

been alleged that the claim of the workman is devoid of merit and is therefore, liable to be rejected.

5. Apart from adducing oral evidence, contesting parties have also filed certain documents in the shape of evidence.

6. Tribunal has heard the arguments of the contesting parties at length and have also gone through the record carefully.

7. Workman has examined himself as W.W.J who on oath has stated that he was engaged by the bank at 45 rupees per day. In his cross examination he has admitted that he was engaged by the branch manager of the bank without any written orders witness has also admitted the fact that he was never interviewed by the selection committee. He did not receive any amount except wages at daily rate basis. Witness has also admitted that no orders terminating the service were ever issued by the Bank.

8. In view of evidence of the workman it will be seen if his evidence is sufficient to grant him relief as has been claimed by him and as to whether or not he has ever completed 240 days of continuous service prior to termination of his service in a calendar year. Oral testimony of witness is not sufficient to believe this stand that he worked continuously for more than 240 days unless the same is corroborated by documentary evidence. There is no document filed by him to prove that he completed more than 240 days of continuous service in one calendar year prior to the date of alleged termination. Heavy burden lies upon the workman to prove his continuous working over 240 days in a calendar year preceding the date of termination.

9. Be that as it may the controversy that whether a daily rated employee, casual employee, adhoc employee or other wise has any right to claim regular and permanent employment without undergoing through selection process has now been set at rest by the Hon'ble Supreme Court of India, in the case of Secretary state of Karnataka and others and Uma Devi and others 2006 (109) FLR 826, wherein the Hon'ble supreme Court has held that Scheme of Public Employment broadly governed by the constitutional mandate contained in these provisions. Constitution does not contemplate any employment outside constitutional scheme and without following requirements laid down therein. The law propounded by the Hon'ble Supreme Court of India apply with full swing to the facts and circumstances of the case in hand. Admittedly the workman has never been appointed by the bank after holding selection process, no appointment letter was ever issued by the bank in his favour, nor any letter termination the services of the workman was ever issued by the bank. therefore, he has no right to claim employment in the bank which of course is a public employment. The Labour courts/ Industrial Tribunals are not forums to provide back door entry in the garb of violation of the provisions of the Industrial Disputes Act.

10. For the reasons discussed above, it is held that the "Workman has no right to claim employment in the bank and it is also held that the action of the management is legal and fair as a result of the same the workman is not entitled for the relief claimed by him. Accordingly reference is answered against the "workman and in favour of the bank opposite party.

R. G. SHUKLA, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

र. आ. 3594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 85/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2007 को प्राप्त हुआ था।

[सं. एल-17012/34/92-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3594.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/1992) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of LIC of India and their workmen, which was received by the Central Government on 28-11-2007.

[No. L-17012/34/92-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 13th November, 2007

#### PRESENT

SHRI A. R. SIDDQUI, Presiding Officer

C. R. No. 85/1992

#### I PARTY

Shri Nafees Pasha,  
S/o, Aziz Sahab,  
H. No. 8-6-145, Udgir Road,  
Bidar-585401

#### II PARTY

The Sr. Divisional Manager,  
Life Insurance Corporation of India,  
Divisional Office, PB No. 43  
Amruth Prakash Sath Kachari Road,  
Raichur.

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L.17012/34/92-IR (B.II) dated 8th December, 1992 for adjudication on the following schedule:

#### SCHEDULE

"Whether the action of the management of Life Insurance Corporation of India, Raichur Division, Raichur in terminating the services of Shri Nafees Pasha, S/o Shri Aziz Saheb, Ex. Sweeper-Cum-Messenger is justified? If not what relief the workman is entitled?"

2. The case of the first party workman, as made out in the Claim Statement, in brief, is that he being appointed by the management to work at Bidar branch, Raichur Division started working with the management as Sweeper-Cum-Messenger from 01-04-1985 till he was refused work w.e.f. 28-11-1987. He discharged his duties sincerely and honestly but for no reasons whatsoever, he was refused work by the management. He contended that while was in service, he had made several requests to the management to regularize his services and to pay wages on par with the permanent workman and to that management developed hostile and adamant attitude towards him resulting into termination of his services. His several requests to get back the job went in vain. Therefore, the first party contended that the action of the management in refusing work to him is illegal and not sustainable in the eye of law, as much as, it tantamounts to retrenchment as defined under Section 2(oo) of the ID Act without compliance of mandatory provision of Section 25F of the ID Act. Therefore, he raised the dispute before the jurisdictional Labour and Conciliation Officer and on account of adamant and hostile attitude of the management conciliation proceedings ended in failure resulting into the present reference; that after the reference to this tribunal an exparte award was passed and he filed a Miscellaneous Petition bearing No. 2/93 to recall the award and when the said Miscellaneous Petition came to be rejected he approached the Hon'ble High Court and thereafter the matter has been remanded back to this tribunal for fresh disposal in accordance with law. Therefore, he requested this tribunal to set aside the termination order and reinstate him in service with all consequential benefits.

3. The management by its counter statement, among other things, contended that the first party was working as a casual labour on daily wage basis at Bidar branch office of the management and he was working only for 1½ hours per day and was being paid wages once in a week. He was sweeping the office premises which were located in two different buildings within a distance of half a Km from one another. He was working on purely temporary basis from 1-4-1985 and his services were to be terminated as another candidate sponsored through employment exchange was posted and the first party did not get his name sponsored

through Employment Exchange despite being advised by the management; that the first party was employed purely on adhoc/temporary basis and when the branch office started functioning from one building from November 1987, the services of the first party workman were not considered necessary and were dispensed with; that the services of the first party were utilized from 01-04-1985 to 31-12-1986, from 1-04-1986 to 31-12-1986 and from 1-01-1987 to 20-11-1987 and at no time he was assured regular employment in either of the cadres; that for the appointment of Sweeper and peon on regular basis the management is to follow the procedure as per LIC Class III & IV Recruitment Instructions, 1979 which are deemed to be rules made by the Central Govt. under Section 48(2)(cc) of LJC Act, 1956 as amended by LIC (Amendment Act, 1981); that the case of the first party for regular appointment could have been considered only if he was eligible as per the aforesaid instructions if he competed with eligible candidate at the relevant point of time; that the first party since was working as a casual labourer on daily wage basis, that too, for 1½ hours a day and was being paid wages once in a week, the question of breach of violation of any provisions of the ID Act does not arise. The management in its counter statement thereafter referred to several decisions on the point that the first party being a casual labourer working on temporary basis could not seek regular employment and that his termination comes under Section 2(00) (bb) of the ID Act and not under Section 2(00) of the ID Act. Therefore, the management requested this tribunal to dismiss the reference.

4. It would appear from the records that after the reference to this tribunal when the matter was taken up for hearing, both the parties made appearance through counsels but no claim statement as such was filed on behalf of the first party. On the other hand Counter Statement was filed by the management and evidence on its behalf was adduced by examining one witness as MW1 and getting marked documents at Ex.M1 to M19. Thereupon, this tribunal by award dated 11-10-1993 rejected the reference holding that the action of the management in terminating his services was justified. It would appear from the records that the first party then filed a miscellaneous application No.2/1993 before this tribunal to recall the aforesaid award passed ex parte. This tribunal rejected the said application and then the first party approached the Hon'ble High Court in WP No.11288/2003 challenging the above said order passed by this tribunal on miscellaneous petition and his Lordship by order dated 22-11-2006 allowed the writ petition setting aside the order of this tribunal on the aforesaid miscellaneous petition. Allowed the Miscellaneous Petition itself and ordered to restore the original reference proceedings on board with a direction to this tribunal to dispose off the matter afresh as expeditiously as possible.

5. After the remand, both the parties filed their pleadings and the management examined once again one

witness as MW1. By way of rebuttal, the first party examined himself and got marked 4 documents at Ex.W1 to W4. Thereupon, learned counsel for the management filed his written arguments and after hearing the learned counsel for the first party, the matter is posted this day for award.

6. The Statement of MW1 in his examination chief by way of his affidavit evidence is just the repetition of the contentions taken by the management to the effect that the first party was working with the management from 1-04-1985 as a casual labourer Sweeping the office premises located in two different buildings. He worked as such from 01-04-1985 to 31-01-1986, from 1-04-1986 to 31-12-1986 and from 1-01-1987 to 20-11-1987. He stated that when the office started working from one building i.e. from November 1987, the services of the first party were found unnecessary and were dispensed with. He also stated that the first party did not get his name sponsored through the Employment Exchange and therefore, his name could not be considered for regular appointment. Then, he referred to the documents already marked at Ex.M1 to M16 in the statement of management witness (recorded by this tribunal before the award was passed and the matter was remanded to this tribunal). He referred to those documents at Ex.M1 to M16 as payment vouchers made to the first party. He referred to the documents at Ex.M17,18 & 19 namely, the payment of bonus arrears to the first party and the communication made by the management to the ALC, respectively. During the course of cross examination of MW1, he admitted that the first party joined the services of the management as a Sweeper-Cum-Messenger on 1-04-1985 and worked as such up till 28-11-1987 with a rider that it was on casual basis and was intermittently. He admitted the first party was working for six days a week and the work of Sweeper-cum-Messenger was all along on each day of the working. While, admitting the fact that the management regularized the services of other Sweepers-Cum-Messengers, he stated that the names of those workers were sponsored through the Employment Exchange. He did not deny the suggestion that the first party worked for a period of 240 days in each calendar year saying that he is not aware of it.

7. Now, coming to the statement of the first party again by way of affidavit evidence. It is also the replica of the averments made in the claim statement and therefore, need not be repeated once again. In his cross examination it was elicited that he was doing the job of Sweeper between 9 AM to 10.30 AM and then was being engaged as a Messenger. It was elicited that it is on his approach to the branch Manager, he was taken into the employment. It was elicited that he was working from morning to evening and was being paid wages monthly. He worked for six days a week and he worked in this way up till 28-11-1987 by signing the attendance register. It was further elicited from his mouth that he worked between the year 1985 and 1987 continuously without any break. He denied the sugges-



tion that after he was out of the service of the management, he has been gainfully employed. He denied the suggestion that he was just working for about 1½ hours in a day and not for the full day. He denied the suggestion that he worked with the management during the aforesaid period and did not work with the management during the gap between the said period. As noted above, in his examination chief the first party got marked 4 documents at Ex. W1 to W4. Ex. W1 is the certificate dated 1-07-1989 issued by the Sr. Branch Manager of the management corporation certifying to the effect that the first party worked as a temporary Sweeper for the period from 1-08-1985 to 31-12-1986. Ex. W2 & 3 are the receipts for payment of subscription towards the membership of the Union and Ex. W4 is the failure report given by the Conciliation Officer.

8. Learned counsel for the management as noted above, filed his written arguments almost reiterating the various contentions taken by the management in its counter statement and relied upon several decisions in support of his arguments.

9. Whereas, the learned counsel for the first party in his arguments submitted that there is sufficient material brought on record by way of oral testimony of the first party, in the oral testimony of the management witness himself and the documents produced by the management coupled with the admissions made by the management in its counter statement to suggest that the first party was in the service of the management as a Sweeper -Cum-Messenger all along between of the year 1985 & 1987 and that he undisputedly worked for a period of more than 240 days in 12 calendar months immediately preceding the date of his termination.

10. After having gone through the records, I find substance in the arguments advanced for the first party. Keeping in view the points under reference schedule, the pleadings of the parties and the evidence brought on record, the fact to be established by the first party workman was whether the first party worked with the management as a sweeper-cum-messenger for a period of more than 240 days in a 12 calendar months preceding the date of his termination. The fact that the first party worked with the management w.e.f. 01-04-1985 to 31-01-1986, 1-04-1986 to 31-12-1986 and 1-01-1987 to 20-11-1987 has been admitted by the management in very clear words not only in its Counter Statement but also in the affidavit statement of the management witness as well as by way of suggestion to the first party in his cross examination as noted above. Leaving aside the services rendered by the first party workman between 1-04-1985 and 31-12-1986 it is to be noted that he admittedly worked with the management from 1-1-1987 to 20-11-1987 continuously and therefore, there cannot be any doubt in the mind of this tribunal to come to the conclusion that the first party worked with the management during the aforesaid period continuously and thereby fulfilled the requirements of Section 25(B) of the

ID Act read with Section 2(oo) and 25F thereof. In order to meet the case of the first party, the management as could appear from the pleadings as well as the evidence adduced on its behalf has gone on taking self conflicting stands. As noted above, in one place the management took up the contention that the services of the first party workman were terminated there being a selection of regular candidate as Sweeper-Cum-Messenger and in other place it took up the contention that when the office of the management started working from one building, it was found unnecessary to take the services of the first party and therefore, were dispensed with. The management took up the contention that since the first party's name was not sponsored through the Employment Exchange, he was discontinued from service. The management then took up a contention that the first party was just working as a Sweeper and not as a Messenger. Whereas, the very aforesaid payment vouchers produced by the management at Ex. M1 to M16 will tell the tale upon the fact that the first party has been paid wages not only for having worked as a Sweeper but also for having worked as a Messenger. Infact, as noted above, MW1 in his opening sentence of his cross examination itself admitted that the first party was working as a Sweeper-Cum-Messenger and as noted above, in the cross examination of the first party also it was elicited from his mouth that he was doing the job of Sweeper between 9 AM & 10.30 AM and then he was in the duty of a Messenger. The next contention of the management which again is self denying is that its office was working only for 5 days a week and the services of the first party were taken only for 5 days and that too for 1½ hours. MW1 in his cross examination was to admit that their office was working for six days a week and the work of sweeper-cum-messenger was all along on each day of the working. From the perusal of the aforesaid payment vouchers, it is to be seen that the first party has been paid a meagre amount of Rs. 1001 and odd for working as a Sweeper but has been paid wages of Rs. 3001 and odd for discharging his duties as a messenger. Therefore, the contention of the management that he worked only for 1-1/2 hours a day and that it was only for 5 days in a week again must be rejected as false and motivated. Now, therefore, as could be seen from the aforesaid records, viz. the documents produced by the management itself, the statement of MW1, the statement of first party in his cross-examination it is very much established that the claim put forth by the first party is well founded and supported by the material on record and whereas, the various contentions taken by the management to meet the case of the first party are self denying being self conflicting. The only relevant contention for the management taken in this context would be the services of the first party were taken intermittently that contention again is self conflicting when the management by way of counter statement, by way of statement of MW1 and by way of suggestion to WW1 in no uncertain terms came out with the case that the first party worked with the management from 1-1-1987 to

20-11-1987. It is never the case of the management that in between 1-1-1987 and 20-11-1987 the first party was out of the employment or did not work with the management in the capacity of sweeper-cum-messenger. Infact, the management though produced the aforesaid payment vouchers for the period up till 2-1-1986 but very conveniently did not produce any payment voucher subsequent to the aforesaid period which conduct of the management itself would speak to the fact that the management has made a deliberate attempt consciously, to suppress the material before this tribunal speaking to the fact that the first party was working with the management continuously during the aforesaid three to four spells as indicated in the Counter Statement as well as by way of oral and documentary evidence produced before this tribunal. In the result, the only conclusion to be drawn would be that the first party worked with the management continuously for a period of 240 days and more immediately prior to the termination of his services. Therefore, as argued for the first party, the action of the management comes within the purview of Section 2(oo) of the ID Act, amounting to retrenchment and since undisputedly, the management did not comply with the provisions of Section 25F of the ID Act, the retrenchment becomes illegal amounting to illegal termination to be set aside by this tribunal as illegal and void abinitio.

11. The various citations relied upon by the management in my humble opinion will not be applicable to the facts of the present case. In the first case reported in AIR 2006 SC 1806, the dispute was with regard to the regularisation of the services of a daily wager and their Lordship held the view that appointment being not under due process of selection under the constitutional scheme no right will be conferred on appointee such as a daily wager. Similar, was the view taken by their Lordship of Supreme Court in the case reported in 2006 AIR SCW 1235 laying down the principle that when the employee was appointed as a daily wager but not against a sanctioned vacant post by the authority concerned, then such an employee cannot be made permanent. Principle laid down by their Lordship of Supreme Court reported in AIR 2006 SC 387 will not be applicable to the present case for the reason that the appointment of the first party in the case on hand is not a contractual appointment to bring it under the purview of Section 2(oo)(bb) of the ID Act. Similar are the principle laid down by their Lordship of Supreme Court in a case reported in AIR 1994 SC 1343. The principle laid down by their Lordship of Supreme Court in AIR 1989 SC 1958 will be of no avail to the facts of the present case. It is the case of enhancing the age of superannuation not involving any point of retrenchment or illegal termination coming under the provisions of Section 2(oo) read with Section 25F of the ID Act. The principle laid down by their Lordship of Supreme Court reported in AIR 1998 SC 327

again in my humble opinion will not be attractive to the facts of the present case as that was the case of an appointment of a regular employee on probation and whereas, we are concerned with the case of a temporary employee working on daily wage basis. Therefore, the various decisions cited on behalf of the management to support its contention that the case on hand does not come within the purview of retrenchment will not come to its rescue. In the present case we are very much concerned with the provisions of Section 25(B) read with Section 2(oo) and Section 25F of the ID Act. As noted above, the first party has fulfilled the condition of having worked with the management for a period of one year i.e. for a period of 240 days continuously immediately preceding the date of his termination as contemplated under the above said provision. There is therefore, a clear case of retrenchment as defined under Section 2(oo) and since the retrenchment is not preceded by compliance of Section 25F of the ID Act, it is a case of illegal retrenchment tantamount to illegal termination. In the result, the action of the management as noted above, is held to be illegal and void abinitio.

12. In the light of the aforesaid finding holding the termination of the first party as illegal, the natural corollary would be the reinstatement of the first party workman into the services of the management with all consequential benefits including the back wages, continuity of service etc. Hence the following award:

#### AWARD

The management is directed to reinstate the first party workman in its services with full back wages and continuity of service and all other consequential benefits. No costs.

(Dictated to PA, transcribed by her, corrected and signed by me on 13th November 2007)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 29 नवम्बर, 2007

का.आ. 3595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 16/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2007 को प्राप्त हुआ था।

[सं. एल-17012/30/2000-आई आर (बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 29th November, 2007

S.O. 3595.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the

industrial dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 27-11-2007.

[No. L-17012/30/2000-IR (B-II)]

RAJINDER KUMAR, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
AT AHMEDABAD**

**PRESENT**

**Shri A. A. 'LAD' In Charge/Presiding Officer**

**Reference (CGITA) No. 16 of 2006**

**Employers in relation to the Management of  
Life Insurance Corporation of India**

The Divisional Manager

LIC of India

Division No. 87

Suraj Plaza-2, Sayajigunj

Vadodara (Gujarat)

First Party

**AND**

Their Workman,

Sh. Sureshchandra Naginbhai Tailor

Kamal Park Society

Hami Road,

Behind Mangalya Society

Vadodara

Second Party

**APPEARANCES**

For the Employer : Shri M. J. Sheth  
Advocate

For the Workman : Shri P. C. Chaudhary  
Advocate

Date of passing award 28th September, 2007

**AWARD**

1. This reference is referred to this Industrial Tribunal under Section 10 of the Industrial Disputes Act, 1947 sub-section 2 A (1) (D) by Ministry of Labour, New Delhi by Order No. L-17012/30/2000/IR (B-II) dated 2-3-2001 for adjudication for the disputes under the law. The facts as stated in the Schedule according to reference are as under:

**SCHEDULE**

"Whether the action of the Management of Life Insurance Corporation of India, Baroda Division Baroda in terminating the services of Shri Suresh N. Tailor w.e.f. 6-3-1999 vide order dated 6-3-1999 by way of removal from the services, is legal, proper and justified? If not, what relief the concerned workman is entitled to and what other directions are necessary in the matter?"

2. Second Party has filed statement of claim at Ex. 4 in the present case making out case that, second party joined as Typist in the year 1990 and was confirmed by S. R. No. 439658 as permanent workman in the first party institution. Charge sheet dated 6th April, 1998 was issued by the first party institution, wherein it was alleged that, in School Leaving Certificate No. 340 GR No. 321, dated 29-3-1989 in the certificate of H. V. Shroff Memorial High School caste was manipulated and on the basis of this, backward cast certificate was obtained on 1st May, 1989 and School Leaving Certificate was manipulated for getting the benefit of backward class to obtain job in first party institution. It was alleged that in view of said charge sheet, first party institution has investigated for the same and thereafter while considering the oral and other evidences into the inquiry proceedings, said charges are proved. Enquiry Officer has given the finding that charges are proved without assigning any reason. In view of said findings second party was issued a show cause notice dated 6th February 1989. Second party had given the reply in writing on 4th March, 1999. Without considering the said reply and evidence, the second party was dismissed from the service by letter dated 6th March, 1999. It is alleged by second party that the said order is illegal, erroneous and improper and not sufficient for the purpose of termination. So it is prayed that, the same be quashed.

3. In addition, it was submitted that, sub caste of the second party is "Hindu Shoemaker". The Social Welfare Officer has issued a caste certificate in view of the affidavit made by the father of the second party and also on the basis of school record. So it is contended that, no person can be punished for the caste certificate issued by the competent Officer. It is not proved in the Inquiry proceedings that, second party has obtained the service fraudulently by making some correction in the caste in School Leaving Certificate and thus the order of termination dated 6th March, 1999 issued by the first party institution is illegal, improper and hence, required to be quashed and set aside and second party is entitled for reinstatement with continuation of service along with the back wages.

4. Written reply is given by the first party institution below Ex. 7 wherein it denied statement of demand of the second party and has contended that there is no change in the caste according to affidavit. In the original certificate it is mentioned as "Hindu Tailor". In addition if on the basis of School Leaving Certificate if competent officer had issued a caste certificate, it cannot be said false but in the case of second party the same is as fraud and forgery is made by him. First party institution is registered under Life Insurance Corporation Act, 1956 and is a Corporation and doing the business. First party is acting under Article 12 of the Constitution of India, the Staff Regulation, 1960 is applicable to all the labourers. Industrial Disputes Act is not applicable to the first party. Second party has obtained the service by producing false caste certificate and for the

said reason second party has violated Article 21 & 23 of staff Regulation 1960 as well as second party has obtained the services illegally and got the benefit of reservation wrongly and hence, for the said reasons first party institution while following under regulation, 1960 in the case of second party, charge sheeted him, conducted inquiry by offering all opportunities under principles of natural justice. After the investigation the Inquiry Officer observed charges were proved against the second party and the order of dismissal was taken on that basis. According to first party, termination is legal, proper and hence the same is required to be confirmed and Rs. 25000 by way of cost be awarded to the first party institution.

5. In the present case, the second party has produced 24 documents alongwith list below Ex.13, 2 documents alongwith list below Ex. 16 & 6 documents alongwith list below Ex. 77. By consent it is exhibited as Ex. 53 to 69, 70-71, 72/1 to 72/6 and 94 to 100.

6. The second party has given the deposition in the form of affidavit below Ex. 18, wherein he has stated that, since last 10 years i.e. from 18th February, 1990 he was serving as Typist in LIC. He claims as a member of Hindu family. His father was tailor and therefore this surname is mentioned. The LIC has given him charge sheet on dated 6th April, 1998. He had replied it by Ex. 16/2. The Inquiry proceedings were initiated in his presence. LIC had issued one show cause notice to him which he has replied. He was terminated on 6th March, 1999. He had tried to get service after termination but did not get the job and at present he is unemployed. He states that, he is staying in joint family with his father, and he is maintaining him. His wife is ayurvedic doctor. Charges as mentioned in the charge sheet are not admitted to him. He received a certificate from social welfare of his caste as "Hindu Mochi". The same is produced by him in the examination-in-chief. In the cross examination he states that, for getting the service in LIC, he applied for that service, but alongwith said application caste certificates he has produced. He was asked to produce during enquiry proceedings and the Inquiry Officer has told him to produce original School Leaving Certificate which he produced. He remained present in the enquiry proceedings alongwith certificate. The Inquiry Officer after verifying original certificate gave it back to him. Above referred School Leaving Certificate was demanded by Inquiry Officer. He denied he assure to send it by registered post. He admits that, before obtaining service in LIC, he has applied on 17-10-1989 for the purpose of getting the job in LIC. The document below Ex.83 is his sub-caste certificate mentioning as "Hindu Mochi". He admits that, he got it from H. V. Shroff, High School. He admits that, the School Leaving Certificate wherein "Hindu Tailor" was mentioned was corrected as "Hindu Mochi" and he had produced the said school leaving certificate in LIC. He states that, certificate produced below Ex.79 wherein

H.V.Shroff High School is mentioned. He states that, the LIC has issued a letter dated 23rd October 1998 for the purpose of production of original School Leaving Certificate which is received by him. Certain note is mentioned at the bottom of letter below Ex. 80 and he admits his signature at the bottom for the same. He states that thereafter another letter dated 6-11-1998 was issued by the LIC which he received. He states that, he had replied the said letter by Ex. 86. He admits that alongwith letter at Ex. 87 he had submitted the letter dated 10th November, 1998. He admits that, other remaining documents alongwith letter dated 10th November, 1998 in respect of Ex. 87 were not produced. He states that, certificate below Ex. 78 was issued to him in view of School Leaving Certificate (Hindu Mochi). He states that, this certificate was obtained by him from District B. C. Welfare Baroda Vadodara. He states that, he is not in a position to produce another duplicate School Leaving Certificate from H. V. Shroff School in the present case. He states that, at present he is unemployed and not doing any business. According to him from termination till today, he tried to get the job but did not demand it in writing. He admits that, after termination, he had not tried for job.

7. Below Ex. 9 list total 34 documents are produced by the first party institutions which are Ex. 19 to 52.

8. First party examined at Ex. 89 Principal of the School at Ex. 90 Mr. Makwana Clerk of the school at Ex. 91 Inquiry Officer at Ex. 92.

9. The principal states that, certificate below Ex. 79 is prepared by him and it bears his signature. He admits that, this certificate was prepared as per the instructions of the LIC. He states that, he has prepared this certificate as per the record of the school. He states that, School Leaving Certificate produced at Ex. 82 is of his school, wherein Shri S.N. Tailor of the concerned student is as mentioned with caste "Hindu Cobbler". He admits his signature on copy at Ex. 82. He states that, said true copy was given to LIC on demand of the LIC taking from the original. Original is produced before the court. (The School Leaving Certificate at Ex. 82 is at page No. 340 and general registration No. 321 is mentioned to it.) As against this, in the cross examination he states, that, when any student is admitted in the school the information which is provided by the guardian regarding surname and other details, are record in the record of the school. He has no right or jurisdiction to verify the facts whether it is true or false as submitted by the guardian. The certificate below Ex. 79 is given according to G. R. but same is not at present with him. He states that, the handwriting and signature are similar to that of Ex. 82 and 83. He states that, the certificate below Ex. 79 which is given before that the note is put in the said institution. At that time, he was not in service. He admits that, if original School Leaving Certificate is lost, in that case, duplicate certificate is issued after producing affidavit to that effect. He admits, the certificate below Ex. 82 & 83 are issued by the school.

10. Shri Vinod Dhulabhai Makwana, the witness No. 2 Clerk of H. V. Shroff High School is examined on oath at Ex. No. 90 stated that :

"I am serving in H. V. Shroff Memorial School. My post in the school is junior clerk. Last 15 years I am serving in the school. The School Leaving Certificate below Ex. 82 is prepared by me. My signature appears in the said certificate as preparing clerk. The certificate at Ex. 83, wherein sub-caste "Hindu Mochi" is mentioned is the same is not written by me".

As against this in the cross-examination he has said that:

"Certificates below Ex. 82 are issued by the school. I can not say whether hand writing are similar for the facts stated in the certificate-at Ex. 82 Hindu Tailor Vadodara and Hindu Mochi at Ex. 83"

11. Shri Ashish Prabhakar Joshi, the witness of the company is examined on oath at Ex. 92. He has said in the examination-in-chief that:

"I was serving as Manager in the first party institution in Vadodara in year 1998. In the case of second party, I was appointed as Inquiry Officer. The registered cover dated 12-11-1998 was issued by second party during the inquiry proceedings. I had opened one letter received in the said cover. The said letter was dated 10-11-1998. In the said cover there was only one letter and no such School Leaving Certificate of the second party was attached. Relevant note I have made on the said cover. My signature appears against the said note at Ex. 86.

As against this in the cross-examination he has said that:

"The cover was received by me on 12-11-1998. It is true that this cover was received on 12-11-1998 but no such note is made by me in the inquiry proceedings. It is true that, this cover after 6 days on dated 17-11-1998, I had opened in inquiry. During the proceedings, the objection pertaining to opening the cover, the note to this effect was made, but I have not investigated for the same. I can not say whether second party had attached original school leaving certificate in the cover or not"

12. Heard the arguments of representatives of concerned parties afresh at this stage. This is rather third round of this litigation. At first round reference was disposed of by Industrial Tribunal (Central), Vadodara by passing award dated 31-3-2003. Said was challenged before Hon'ble High Court of Gujarat by filing Special Civil Application No. 8540 of 2003 and Hon'ble Gujarat High Court observed that, the contention taken by the first party about "jurisdiction of Tribunal", appears not considered and decided by Industrial Tribunal, (Central) vadodara and remanded reference directing Tribunal to decide first, issue of jurisdiction and then if Tribunal found it has jurisdiction, shall proceed to decide entire reference on merits within six months from the receipt of the writ.

13. Since at Ahmedabad no regular P.O. was appointed the direction given by remanding reference back and to decide it within six months were not complied. During my sitting at Ahmedabad, in the capacity of additional charge of Central Government Industrial Tribunal, Ahmedabad, first party's advocate rather in the nature of complaint referred these directions and drew my attention towards it saying that, this Tribunal has to decide whether it has jurisdiction over the subject matter of the reference. Said was accepted by the second party's advocate, Shri Chaudhary. However, both ignored later paragraph no.8 of the judgment of Gujarat High Court where instructions were given to decide entire reference if it hold this Tribunal has jurisdiction over the subject matter involved in the reference the subject matter referred in the reference after hearing both. When both advocates did not press that point, and were eager to dispose of the reference, and did not express that, they want to add any other evidence besides the evidence recorded by Vadodara Tribunal, I presume that, they are relying on the evidence on record and asking me to proceed on it and decide the reference as earlier it.

14. At the time of arguments before me learned Advocate for second party union referred the English translation of the award of Industrial Tribunal (Central), Vadodara taking it from the file of the first party's advocate and referred page 44 more precisely the, bottom portion of it, where it is mentioned like this:

"In the present case first party institution LIC of India is doing the procedure systematically. While recovering the premium issuing insurance policy, thus doing business. Therefore, first party is an institution within the definition of industry. Therefore first party is an industry. The first party institution in its reply has mentioned one decision but said decision is not applicable in the present case. The facts of the said decision are all together different than the present case and hence first party institution is "industry" which is proved and Industrial Disputes Act 1947 is applicable".

Taking reference of this typed portion from page 44 of the English copy of Award of Industrial Tribunal (Central), Vadodara, which is not objected by even first party's advocate, submits that, Industrial Tribunal (Central) Vadodara has decided the point of jurisdiction very well. He submits that, advocate appearing for second party before Hon'ble High Court of Gujarat might have failed to point out that portion. According to second party's Advocate it does not mean that point of jurisdiction is not considered by Industrial Tribunal (Central) Vadodara, when matter was before Industrial Tribunal (Central) Vadodara. On this, there was no reply from first party's Advocate who is appearing in this reference before me. Even it is to be noted that, Award of Industrial Tribunal (Central) Vadodara is in Gujarati and second party's advocate took



copy of the translation of it from the custody of first party's advocate knowing that, Incharge/Presiding Officer, Central Government Industrial Tribunal Ahmedabad does not know Gujarati language and place reliance on bottom portion of page 44 as stated above. So from this it is crystal clear that, Industrial Tribunal (Central), Vadodara has decided jurisdiction point and observed it has jurisdiction over the subject matter referred in the reference.

15. Besides Ld. Advocate for the first party appearing before me, referred two important decisions of Apex Court published in 1982 I LLJ page 110 it is case of Nachane and Ors. V/s. Union of India & ors. In the form of Writ Petition where point bonus and DA of LIC employees of Class III and IV was under scrutiny and in that case (supra) rules were made by LIC under Section 48 (2) (cc) depriving Class III and IV employees of the LIC to claim bonus and dearness allowance. According to union. Section 48 (2) (cc) can not be incorporated and it can not be made applicable to the Class III and IV LIC employees by which right to bonus and DA which they were getting can be taken away. According to employees, Parliament can not pass such a regulation and such a regulation if passed, is against provisions of Industrial Disputes Act and in that case, without following provisions of Industrial disputes Act, such type of "change" can not be made which affect on class of employees. While deciding that, Apex Court observed that, when rules are made by incorporating Section 48 (2) (cc) in the Life Insurance Corporation Act, depriving the LIC employees of Class III & IV to claim bonus and DA with retrospective effect, in that, case provisions of Industrial dispute Act does not apply and Tribunal has no jurisdiction to decide the sanctity of such an amendment. So according to me, the facts of that case (Supra) i.e., case of Nachane and ors are different to the facts of case at hand involved in the reference. It is no where stated that, Industrial disputes Act is not applicable to the employees of LIC. On the contrary, it is observed that, LIC Act and Industrial Disputes Act both are passed by parliament. Since both are passed by Parliament, both are at par and none of it prevails over other. As far as amendment made in Section 48 (2) (cc) of LIC Act, is concerned, it is pertaining to bonus and DA regarding LIC Class III and IV employees. It was also discussed in that case since LIC class III and IV employees were already getting higher scale than the scale of its cadre with other employees of other department it was considered that, it is not necessary to protect the right to claim bonus and DA of the LIC Class III & IV employees. As per settlement took place on 24-1-1974 and 6-2-1974 said benefits were given to those employees on the basis of above two settlements. Since LIC Class III & Class IV employees were already getting good salary and benefits than other employees of their cadre in other departments, by making change in Section 48 (2) (cc) of LIC Act, said facility is withdrawn and it is observed that, in that case Tribunal has no jurisdiction to entertain grievance of that type of employees.

16. One more citation referred by the first party's advocate to oust jurisdiction of this Tribunal regarding LIC employees is the citation published in I LLJ 1994 SC page 597. That was case between M. Venugopla and LIC of India where point regarding regulation relating to terms and conditions were under challenge. As per regulation 14, LIC was empowered to terminate the employment of probationer during probation if work of such probationer found unsatisfactory treating said termination is not retrenchment and Section 2 (oo) does not apply to such a retrenchment. Under that provision, if any probationer is removed, LIC has right to terminate the employment of such employee during probation period and while doing that, LIC is not supposed to observe the provisions of Industrial disputes Act as observed while retrenching the employees on other grounds. So in that case also, taking reference of amendment carried out in Section 48 (2) (cc) of LIC Act which empowers LIC to terminate the employee during probation if work of such probationer found not satisfactory. As far as termination of the probationary employee is concerned, action taken by LIC in that respect observed can not come under the scrutiny of provisions of Industrial Disputes Act and Industrial Disputes Act is not applicable to such a decision. In this case also except that area. LIC Act regarding other termination, is not protected and it can be challenged under Industrial Disputes Act and Tribunal has jurisdiction over it. As rest of the provisions of Industrial Disputes Act are applicable to the rest of the employees of LIC in other area, these two decisions does not debar CGIT to consider the grievances of the LIC employees. In these two cases it is observed that, Special Act i.e., LIC Act has upper hand since it was made by introducing Section 48 (2) (cc) in LIC Act which is treated at par with Industrial Disputes Act observing LIC Act vis-a-vis Industrial Disputes Act are passed by the parliament and both have equal status and sanctity. So according to me, the two case laws more precisely decision given by Apex Court in Vanugopal and Nanchane does not come in the way of this Tribunal to consider the grievances of this type of the employees involved in the reference since nature of grievance of these cases are quite different to those of case which is at hand. Besides this, learned advocate for second party referred decision of Allahabad High Court published in III LLJ 1995 page 467, 1983 II LLJ page 429 decision of Apex Court, Citation published in 1995 III LLJ page 797 decision of Bombay High Court, citation published in 1982 LAB IC page 1864 of Rajasthan High Court and citation published in 1994 LLR page 573 Allahabad High Court reveals that, dispute between employees of LIC of India and LIC can be very well come under the scrutiny of Industrial Disputes Act, and Tribunal has jurisdiction over it. Besides he referred the Repealing and Amendment Act 1988 which was also passed by Parliament and placed reliance on Schedule 1 page 12 of the said Act, where against the LIC Act of 1981 it is shown that the whole act is "amended". That means as

per the Repealing and Amendment Act 1988 the entire LIC Act is amended on which first party's advocate submits that, it is not like that which is not supported by any of his convincing points to accept his case and discard the case of second party.

17. Considering this position and decision of Apex Court given in Nachane and Venugopal case and various other cases referred by second party's advocate. I conclude that this Tribunal has jurisdiction over the subject matter.

18. As far as relief given to second party is concerned, it was not under scrutiny of Hon'ble High Court of Gujarat. The evidence which I have referred above reveals that, action of the LIC dated 6-3-1999 is unjustified and unfair. The charge of preparing false document about caste is not proved against second party. Even witness of the LIC admits that document was produced by second party obtaining it from the competent authority and relying on that, entry was made in the service record of the second party. The charge levelled against second party for forgery

is not proved. When charge is not proved, it cannot be observed that, decision taken by first party in terminating second party was just and proper. When decision taken of the first party was taken on wrong facts and wrong assumptions. I conclude that, decision of the first party must be quashed and set aside with direction to first party to treat second party as its employee and give benefits as given by Industrial Tribunal (Central) Vadodara by its order dated 31-3-2003. Hence the order :

#### ORDER

Termination under challenge dated 6-3-1999 is quashed and set aside with direction to first party to follow the order of Industrial Tribunal (Central), Vadodara passed on 31-3-2003 and comply it within 60 days from the knowledge of the order and report.

Date: 28-09-07

Court-Ahmedabad.

A. A. LAD, Presiding Officer